

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 Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, (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 June 23, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025; and

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

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

1. County shall pay Contractor an additional ten thousand five hundred twelve dollars and 50/100 (\$10,512.50) for the additional surveying and engineering services as described in the proposal dated September 27, 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 four hundred sixty thousand five hundred twelve dollars and 50/100 (\$460,512.50), authorized as follows:
 \$450,000.00 under the Agreement; and
 \$10,512.50 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 further written agreement executed by the parties.
4. The Time of Performance for Contractor to complete all Services under the Agreement and this Amendment is hereby extend by an additional twelve (12) months for a total of thirty-six (36) months from the date of Contractor's initial receipt of the Notice to Proceed under the Agreement.

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

FORT BEND COUNTY

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC,
D/B/A EHRA

Robert E. Hebert, County Judge

Truman C. Edminster, President

Date

Date 2-9-2017

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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EXHIBIT A



1936 - 2016

TBPE No. F-726
TBPLS No. 10092300

September 27, 2016

Mr. Stacy Slawinski
Assistant County Engineer – Projects
Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Re: Change Order No. 1 for the Design of Cane Island Parkway
from the Intersection of FM 1463 to the North Bank of Willow Fork Bayou
Fort Bend County, Texas
EHRA No. 121-019-51

Dear Mr. Slawinski:

Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA (Engineer) is pleased to submit this supplemental proposal for professional engineering services, as requested by Fort Bend County (Client), for the design of Cane Island Parkway, from the Intersection of FM 1463 to the North Bank of Willow Fork Bayou (Project), Fort Bend County, Texas.

This proposal is subject to the terms and conditions of the Agreement for Professional Engineering Services, between Fort Bend County and EHRA, dated June 15, 2015.

SCOPE OF SERVICES

Engineer will provide the following:

TASK 1: SURVEY

1. Prepare a Standard Land Survey map and metes and bounds for the portion of the Fort Bend County tract on the east side of Cane Island Parkway, adjacent to the Everitt tract.
2. Revise the Everitt parcel maps and metes and bounds, to update the ownership from Everitt to NewQuest Properties.

TASK 2: ENGINEERING SERVICES

1. Revise the hydraulic computations to accommodate the drainage requirements for the NewQuest property development.
2. Update the plans with revised conventional drainage components to accommodate drainage requirements for the NewQuest development.
3. Provide one (1) median cut, including a left-turn lane; and three (3) driveway cuts, as requested by NewQuest Properties.
4. Prepare plans to be reviewed by the County.
5. Review and provide responses to the County's comments.

Mr. Stacy Slawinski
September 27, 2016
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Engineer proposes to provide the above-described Scope of Services to Client on a fixed-fee basis in the amount of \$10,512.50 (Surveying Services: \$2,042.50 and Engineering Services: \$8,470.00). Any work not specified above that may arise will be considered an Additional Service and as such, Engineer will not proceed with any Additional Services without prior written authorization by Client.

EDMINSTER, HINSHAW, RUSS
& ASSOCIATES, INC. d/b/a EHRA

By: Sivaji Senapathi
Sivaji Senapathi, P.E.
Associate | Department Manager
Transportation and Infrastructure

Date: 9-27-2016

By: H. C. Edminster
Truman C. Edminster, P.E.
President

Date: 9-27-16

SS/lm



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:
2017-165071

Date Filed:
02/10/2017

Date Acknowledged:

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

Edminster Hinshaw Russ & Associates, Inc. d/b/a EHRA
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.

SOQ 14-025; Mob.Bond 13306

Professional engineering and survey design of Cane Island Parkway from FM 1463 to North Bank of Willow Fork Bayou (121-019-51)

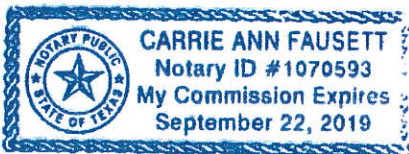
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Swann, Vally	Houston, TX United States	X	
	Edminster III, Truman	Houston, TX United States	X	
	Russ, James B.	Houston, TX United States	X	
	Syed, A.Hasan	Houston, TX United States	X	
	Mueller, Don	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.



Vally Swann
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Vally Swann, this the 10th day of February, 2017, to certify which, witness my hand and seal of office.

Carrie Ann Fausett
Signature of officer administering oath

Carrie A. Fausett
Printed name of officer administering oath

AP & Payroll
Title of officer administering oath