

STATE OF TEXAS §
COUNTY OF FORT BEND §

**AMENDMENT NO. 2 TO WORK AUTHORIZATION NO. 2
AGREEMENT FOR PLANNING, ENGINEERING, ENVIRONMENTAL ANALYSIS AND DESIGN
SOQ 14-027**

THIS SECOND 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 Lockwood, Andrews & Newnam, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Work Authorization No. 2 on November 3, 2015, and as amended on September 6, 2016, (hereinafter "WA No.2) attached hereto as ATTACHMENT A and incorporated by reference herein for all purposes; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement to the same extent as if fully set forth verbatim therein:

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

1. Work Authorization No. 2's Scope of Work will be amended to include those services described in "ADDITIONS TO SCOPE OF WORK", attached hereto as ATTACHMENT B.
2. The maximum amount available to perform Services for Work Authorization No. 2 shall be decreased by one hundred and fifty-nine thousand nine hundred and ninety dollars and no/100 cents (\$159,990.00) bringing the new Total Maximum Compensation for Work Authorization No. 2 to one million two hundred forty thousand eight hundred seventy-one dollars and no/cents (\$1,240, 871.00). In no case shall the amount paid by the County for Services exceed the Maximum Compensation without prior written approval by both parties.
3. Work Authorization No. 2's Schedule and Pay Schedule will be replaced with the REVISED SCHEDULE AND PAY SCHEDULE, attached hereto as ATTACHMENT C.
4. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Second Amendment to Work Authorization No. 2 and WA No. 2 or Amendment 1 to Work Authorization No. 2 the provisions of this Second Amendment shall prevail with regard to the conflict.

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

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

**LOCKWOOD, ANDREWS &
NEWNAM, INC.**

Robert E. Hebert, County Judge

Authorized Agent- Signature

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

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.

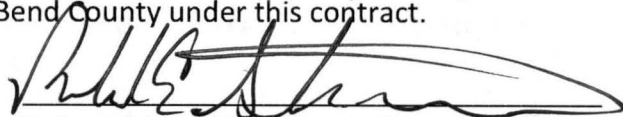
Robert Edward Sturdivant, County Auditor

ATTACHMENT A

WORK AUTHORIZATION 2 and FIRST AMENDMENT TO WORK AUTHORIZATION 2

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,400,861⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

A handwritten signature in black ink, appearing to read 'Robert Sturdivant', is written over a horizontal line.

Robert Edward Sturdivant, County Auditor

EXHIBIT A

to

Amendment

24B

**WORK AUTHORIZATION NO. 2
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS WORK AUTHORIZATION is made and entered into pursuant to the terms and conditions of Section 2 of the Agreement for Planning, Engineering, Environmental Analysis, and Design, (hereinafter Agreement) executed by Fort Bend County (hereinafter "County") and Lockwood, Andrews & Newnam, Inc., (hereinafter "Contractor"), on April 1, 2014.

PART I. Contractor will perform professional services as defined in the attached Exhibit A.

PART II. The maximum amount payable under this Work Authorization is nine hundred ninety-three thousand five hundred and twenty-six dollars and no/100 (\$993,526.00). This amount is based upon fees set forth in attached Exhibit B.

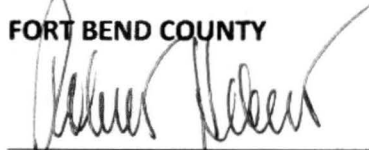
PART III. Payment to the Consultant for the services established under this Work Authorization shall be made in accordance with Section 4 of the Agreement.

PART IV. This Work Authorization shall become effective upon final execution of this work authorization and shall terminate on December 31, 2020, unless extended by a Supplemental Work Authorization as provided in the Agreement.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

FORT BEND COUNTY



Robert E. Hebert, County Judge

11-3-2015
Date

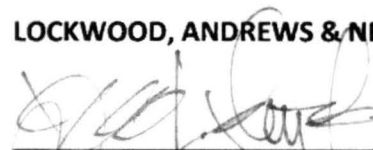
ATTEST:



Laura Richard, County Clerk



LOCKWOOD, ANDREWS & NEWNAM, INC.



Authorized Agent- Signature

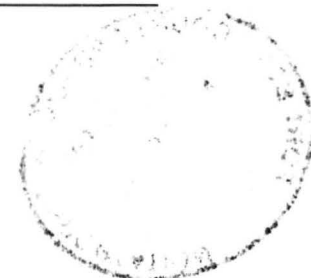
JON D. JELINEK

Authorized Agent- Printed Name

ASSOCIATE, TEAM LEADER

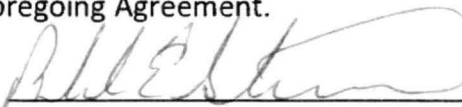
Title

10/29/15
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 999,526.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

A handwritten signature in dark ink, appearing to read 'R. Ed Sturdivant', is written over a horizontal line.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Attachment A

Work Authorization #2 Scope of Work

The scope of work for this work authorization includes the remaining activities requested by the county. Services to include design documents, funding source response, pre-construction and construction phase support for the transit facility located at the fairgrounds site identified in work authorization #1. This scope and fee is based on construction of a combined facility, with administration, operations, fueling, bus washing and maintenance, on a single site. Design coordination and performance specifications for a packaged bus wash and packaged fueling station are included. Geotechnical information and foundation recommendations are provided by other contractors retained by the County. LAN to provide these contractors with the information needed to complete their work and coordinate inclusion into plan/bid documents.

Section 1 – Entire Project

Site Master Plan:

ENGINEER will provide a master plan showing the final configuration of the ultimate build-out of the site. This plan will show all elements of the facility and provide a platform to define the phasing boundaries as needed for phased design and construction.

Civil Site Utilities:

ENGINEER will provide site plans based on survey information showing utilities, drainage and grading for the green-field site. Should a phased approach be undertaken, design will include a driveway over the existing drainage ditch to provide access to the existing fuel depot from the proposed site.

Schematic Design:

ENGINEER will prepare schematic (concept) design (SD) documents capturing and expanding upon the facility program defined during the site selection phase of this project. The SD package includes preliminary drawings of the building spaces, and site layout. A cost of construction estimate is provided at this stage.

Design Development:

ENGINEER will develop schematic design documents into design drawings capturing changes made during schematic design. Details and coordination issues are typically resolved at this stage of design. An updated cost of construction estimate is provided at this stage.

Construction Documents:

ENGINEER will develop design documents into a set of documents suitable for bidding and construction. Deliverable includes drawings and specifications per Fort Bend County design guidelines. An updated cost of construction estimate is provided at this stage.

At each stage of design allow the county to comment and address all comments prior to initiating the subsequent design phase.

Value Engineering:

ENGINEER will perform a value engineering review of the project's design in accordance with federal regulations. Recommend appropriate cost-saving methods identified during the value engineering exercise.

Peer Review:

ENGINEER will coordinate a review of the project by other professionals and document suggested improvements to the project's design, construction, and operation. Incorporate design changes as applicable. This will be combined with the VE process and will only be performed if required by funding sources.

Bid and Construction Phase Services:

ENGINEER will provide pre-bid, bid and construction phase services. Service to include review of Requests for Information (RFI's), product submittals and shop drawings as required before and during construction of this project. ENGINEER will assist County personnel in construction service procurement. ENGINEER will review all change order requests and make recommendations to County. ENGINEER will provide technical assistance, analysis, and evaluation of all unforeseen construction circumstances. ENGINEER or subcontractors will provide on-site support during construction, i.e. bi-weekly meeting attendance and attendance at critical events. Special inspections are the responsibility of the owner (County).

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to the design consultant in Adobe

Acrobat (pdf) format. The design consultant will prepare a single project manual file in Adobe Acrobat format, consisting of:

- Administrative documents
- The bid form (prepared by the design consultant)
- A sealed specification table of contents
- Applicable specifications and documents

The design consultant will prepare a single file in Adobe Acrobat format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

The design consultant will prepare 28 compact discs, each with one project manual file and one drawing file and two full size paper copies. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and three discs will be provided to the County's Engineering Department. Paper copies to be provided to County Facilities Department.

The Purchasing Agent will forward bidder questions to the design consultant. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by the design consultant if necessary. The Purchasing Agent will distribute the addendum.

After the bid, the County's project management consultant will prepare a bid tabulation and provide a copy to the design consultant for filing.

The design consultant will attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor.

The design consultant will be responsible for reviewing contractor submittals and responding to Requests for Information.

The design consultant will participate in a substantial completion walkthrough.

After project completion, the design consultant will prepare 1 CD and two full size paper record drawings based on contractor as-built markups. The record drawings shall be on full

size paper and delivered to the County Facilities Department. The CD shall be delivered to the County Engineering Department.

Other services:

ENGINEER will prepare, submit and obtain approved platting documents. Parcel layout to be approved by County prior to submission. Parcel split to include dedicated ROW for Bamore Road.

ENGINEER will obtain and submit land appraisals according to funding source regulations. Services will include an appraisal and review appraisal for one location.

ENGINEER will prepare and submit Traffic Analysis/flow (to facility and within facility) incorporating road extension for access. Prior to initiation of analysis, ENGINEER will verify City/County/Funding Source requirement.

Request for Letter of No Prejudice:

ENGINEER will assist the county in preparing a request for a letter of no prejudice (LONP) for submission to FTA. Services to include responses to funding source follow-up questions and requests for information. A phased implementation plan will be provided if required for the LONP. If necessary, phased construction documents will be provided. In no event shall the ENGINEER be liable, whether in contract or tort or otherwise, to Fort Bend County nor the members of the Commissioner's Court for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time by the denial by the FTA or other funding agency of the funding for this project.

Fixtures, Furnishings & Equipment (FF&E):

If needed, ENGINEER will provide coordination services for furniture, fixtures and equipment as follows:

1. Meet with Owner's representative to review county furniture layout standards and select appropriate standard for positions at this facility.
2. Select up to two options from county approved furniture manufacturer products OR from similar product lines from GSA approved manufacturers for the spaces as indicated in the preliminary program.
3. Coordinate all architectural finishes with furniture finishes.
4. Prepare furniture specifications for use by county procurement office.

Maintenance, bus wash and fueling facility equipment will be reviewed with the county and selection assistance and recommendations will be provided for inclusion with bidding

documents. ENGINEER will provide responses to RFI's, change orders, and oversight of installation and testing.

Modifications to Existing Fuel Depot:

If needed, ENGINEER will prepare plans and specifications to modify the existing county fuel depot to allow automatic fuel transfer from the bulk tank to the distribution tank and to accommodate one additional gasoline and one additional diesel fuel dispenser. Design will include pavement modifications as necessary to allow multiple buses to fuel simultaneously. Modifications to fuel depot will be coordinated with proposed facility to streamline access to the site with fencing and access controls.

PS&E Deliverables

1. SUBMISSIONS

The following is a list of submissions to be provided:

30% Complete Submittal

Provide Five (5) paper copies of the items below:

1. Preliminary Title Sheet
2. Existing and Proposed Typical Sections
3. Preliminary Summary Sheets
4. Control Data Sheets
5. Preliminary Plan & Profile Sheets for all Alignments
6. Preliminary Intersection Layouts
7. Preliminary Grading Sheets
8. Preliminary Drainage Area Maps
9. Preliminary Culvert Computations
10. Preliminary Estimate

60% Complete Submittal

Provide five (5) paper copy of the items below..

1. Address 30% Comments
2. Updated Title Sheet with Index of Sheets including Standards
3. Final Existing and Proposed Typical Sections
4. Updated Summary Sheets
5. Preliminary Traffic Control Plan Sheets
6. Control Data Sheets & Right Of Way Marker Sheets
7. Final Plan & Profile Sheets for all Alignments

8. Final Intersection Layouts
9. Preliminary Miscellaneous Roadway Details
10. Final Drainage Area Maps
11. Preliminary Storm Sewer Plan & Profile Sheets
12. Preliminary Hydraulic Computations
13. Preliminary Signing Layouts
14. Preliminary Pavement Marking Layouts and Delineation
15. Preliminary SW3P Layouts
16. Roadway Cross-Sections (scale 1"=20' horizontally and vertically)
17. Updated Estimate
18. Preliminary Contract Time Determination
19. Level "A" SUE Information and a List of Potential Utility Conflicts

95% Complete Submittal

Provide five (5) paper copy of the items below.

1. Update 60% Comments
2. Update Title Sheet with Index of Sheets
3. Final Existing and Proposed Typical Sections
4. Final Summary Sheets
5. Final Traffic Control Plan
6. Final Control Data Sheets
7. Final Plan and Profile Sheets
8. Final Intersection Layouts
9. Final Traffic Signal Sheets
10. Final Miscellaneous Roadway Details
11. Final Drainage Area Map
12. Final Storm Sewer Plan & Profile Sheets
13. Final Hydraulic Computations
14. Final Utility Exhibits
15. Final Signing Layouts
16. Final Pavement Markings Layouts and Delineation
17. Final SW3P Layouts
18. Final Estimate, General Notes, Specifications, Contract Time Determination

OTHER DELIVERABLES

The Engineer shall forward two (2) sets of electronic media with all the files containing the information and layouts used to prepare the PS&E.

The ENGINEER shall provide a notebook containing the project design calculations and associated data.

3. REVIEWS AND REVIEW MEETINGS

The ENGINEER will attend 30%, 60%, and 95% submittal review meetings. Plan sheets shall be numbered and five (5) copies will be required for each submittal. Comments and revisions requested at the review meetings shall be incorporated into the plans for the next submittal.

At each meeting, continued discussion on basic design issues such as alignment, drainage, traffic control, erosion control, safety control, pedestrian and bicycle needs, ADA requirements, review of how environmental conditions of approval is addressed and any design waivers/exceptions not previously identified.

The ENGINEER shall take minutes of each review meeting.

Exclusions / Limitations to this scope of work:

Foundation design is limited to simple foundation types. ENGINEER reserves the right to seek additional compensation should the Geotechnical engineer propose complex foundation requirements.

This fee is for simple building construction, i.e. single story pre-engineered metal building with decorative façade and typical county finishes. This fee expects all buildings to occupy the same building site. ENGINEER reserves the right to negotiate additional compensation should the county decide to use multiple sites and or increase the complexity of the type of building.

Schedule:

ENGINEER expects the master planning activities to be completed 45 days from receipt of notice to proceed. The subsequent schedule will be defined at that time.

ENGINEER shall complete the LONP within 10 days of contract execution.

Section II - Bamore Road Extension:

The work to be performed by the ENGINEER under this contract for the Bamore Road Extension will consist primarily of the preparation of plan, specification and estimate (PS&E) documents for Bamore Road in Fort Bend County. (See attached map)

Preliminary Design

The primary goals are to (1) establish a typical cross section and cross sections in non-standard areas, (2) positively determine right-of-way acquisition needs, (3) determine potential conflicts with existing facilities, (4) identify critical path items, (5) identify problem areas and potential resolution(s), and (6) prepare a reasonable construction cost estimate. Normally, a "30 percent" plan set will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation. These plans, along with a typical section sheet, are the only drawings that are necessary at this point.

Topographic survey should be completed during preliminary design, unless the project includes a completely new roadway alignment that needs to be approved. Normally, right-of-way acquisition will be required for road expansions, and part of preliminary design includes determining where to expand. To cover all options, topographic survey should be taken within existing right-of-way and then at least 20 feet beyond the right-of-way on each side, or as determined in a scoping meeting.

Temporary benchmarks and baseline control should be set, both with 1,000-foot maximum spacing between points. Abstracting should be performed to gain a preliminary determination of property ownership and existing right-of-way widths. During topographic survey, found property corners should be documented so that the approximate location of the right-of-way can be determined.

Structures in clear view and within 100 feet of the existing right-of-way should be surveyed.

Once right-of-way needs have been determined and approved by the County, a Category 1A survey must be performed to produce a parcel map and metes-and-bounds description for each parcel to be acquired in the project. These documents will be submitted separately from other design documents, and will be paid for on a per-parcel basis.

Research to determine the existence and location of underground utilities (pipelines, duct banks, etc.) is the design consultant's responsibility. A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers should be obtained. An appropriate attempt must be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features should be identified. Any subsurface utility investigation (SUI) should be at the expense of the utility company. Contact with utility companies (both overhead and underground) to coordinate the

adjustment of existing utilities will be made by the County and/or its project management consultant.

A Preliminary Engineering Report will normally be prepared for preliminary design, and the purpose of the report is to document the six goals stated above. It is not necessary to prepare a presentation-quality document, as the report will remain internal to Engineering staff. The report should include a narrative, applicable plans, a drainage report, a construction cost estimate, a geotechnical report, and an environmental report, as applicable. Any further requirements can be discussed in a scoping meeting. Unless other agencies are involved in the project, no more than three copies of the report should be required. No technical presentations should be required, unless stated otherwise in a scoping meeting.

Final Design

The goal is to prepare construction drawings and specifications accurately and efficiently. Interim submittals will normally be made at 60 percent and 95 percent completion, and should include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

Applicable design criteria include, in order of priority, (1) Fort Bend County Drainage Criteria Manual (Fort Bend County Drainage District, November 1987, revised April 1999), (2) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (3) Guidelines for Engineers Having Contracts with Harris County, Texas (Harris County Public Infrastructure Department, 1987), (4) applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), and (5) the Infrastructure Design Manual (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents). Municipalities contributing funds to the project may review the submittals.

The 60 percent submittal should include the following:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)

- Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
- Survey control map
- Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
- Plan and profile sheets (1"=20' plan scale but printed half-size for a 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%)
- Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged)
- Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details)
- Bridge layout and details (if applicable)
- Specification table of contents (use Harris County Specifications)
- Bid form with estimated unit and total costs (spreadsheet based)

Five copies of the 60 percent submittal will be required for County review, and drawings can be submitted on 11-inch by 17-inch sheets.

The 95 percent submittal should be considered complete with 95% interim seal, and shall include all of the 60 percent requirements plus the following:

- General notes sheet
- Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)
- Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Responses to 60 percent comments

Five copies of the 95 percent submittal will be required for County review, and drawings should be submitted on 22-inch by 34-inch sheets.

Final design efforts will be considered complete when comments to the 95 percent submittal have been addressed.

Bamore Road Extension Exclusions:

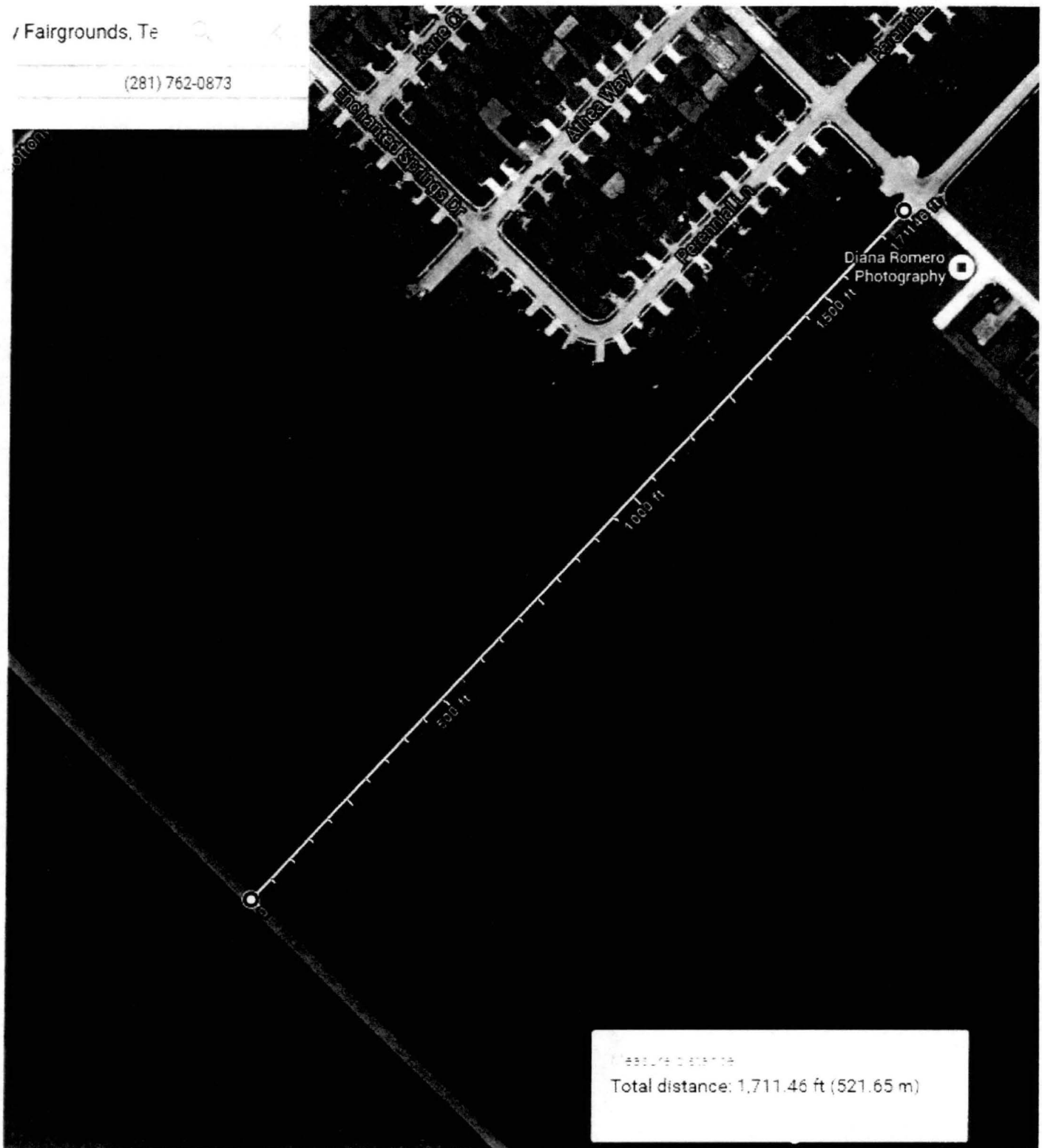
- 1) No separate survey for roadway design.
- 2) Pavement and storm sewer trenching design will be provided by county.
- 3) No separate geotech analysis for roadway design.
- 4) Survey control maps will be supplied by site surveyor.
- 5) Illumination design for Bamore will not be part of the scope.
- 6) Traffic signal design and warrant studies will not be part of the scope.
- 7) Storm Sewer outfall channel design or surveying will not be included in fee as it is part of the overall design.
- 8) County will supply subdivision plats, survey and as-built plans.
- 9) County will coordinate with MUD districts.
- 10) Construction Inspection and Construction material Testing will not be part of the scope.

11) No sidewalk or shared path design

12) No newspaper bid adds

/ Fairgrounds, Te

(281) 762-0873



Measure distance

Total distance: 1,711.46 ft (521.65 m)

EXHIBIT B

SCHEDULE

Task	Due Date
LONP	10 Days After Contract Execution
Master Plan - 45 days	45 Days After Contract Execution
30% Design - 30 days	30 Days After Acceptance of Master Plan
60% Design - 60 days	60 Days After Acceptance of 30% Design
95% Design - 30 days	30 Days After Acceptance of 60% Design
Final Design - 10 days	10 Days After Acceptance of 95% Design
As Needed Items	Determined at time of Request

WORK AUTHORIZATION NO. 2
PAYMENT SCHEDULE

	DESCRIPTION	TOTAL NTE
Basic Services	Platting of Existing Site	
	Appraisal/Review Appraisal	
	Architecture/MEP/Foundations	
	Admin & Operations	
	Maintenance	
	Service Areas	
	Sitework/Utilities	
	Paving	
	Fuel/Island/Cleaning Station	
	Building	
	MEP Infrastructure	
	Cleaning System(s)	
	Tanks (2@12K Gallons)	
	Product Dispenser (2)	
	Foundations (2)	
	Bus Wash	
	Building	
Additional Services	MEP Infrastructure	
	Apparatus	
	Subtotal Basic Services Design	\$675,296
	Modify Existing Fuel Depot	\$55,000
	Extend Bamore Road 1,750'	\$188,000
	Obtain ROW for Bamore Extension	\$15,000
	FFE Office Space Turnkey	\$42,680
	FFE Maintenance Turnkey	\$3,750
	LONP Preparation	\$8,800
	Peer Review	\$5,000
	Subtotal Additional Design Services	\$318,230
	Total WA # 2 Services	\$993,526

	PAYMENT SCHEDULE	TOTAL NTE
Basic Services	Design Completion - 30% at 30% Completion Acceptance	\$202,589
	Design Completion - 30% at 60% Completion Acceptance	\$202,589
	Design Completion - 30% at 95% Completion Acceptance	\$202,589
	Basic Services Design Completion - 10% at Contract Conclusion Acceptance	\$67,530
Additional Services	Extend Bamore Road 1,750' - 30% at 30% Completion Acceptance	\$56,400
	Extend Bamore Road 1,750' - 30% at 60% Completion Acceptance	\$56,400
	Extend Bamore Road 1,750' - 30% at 95% Completion Acceptance	\$56,400
	Extend Bamore Road Design Completion - 10% at Contract Conclusion Acceptance	\$18,800
	LONP Preparation - 100% at Task Completion	\$8,800
	PAID ONLY IF NEEDED	
	Design Completion - Modify Existing Fuel Depot - 30% at 30% Completion Acceptance	\$16,500
	Design Completion - Modify Existing Fuel Depot - 30% at 60% Completion Acceptance	\$16,500
	Design Completion - Modify Existing Fuel Depot - 30% at 95% Completion Acceptance	\$16,500
	Design Completion - Modify Existing Fuel Depot - 10% at Contract Conclusion Acceptance	\$5,500
	Obtain ROW for Bamore Extension	\$15,000
	FFE Office Space Turnkey n- 100% at Task Completion	\$42,680
	FFE Maintenance Turnkey - 100% at Task Completion	\$3,750
	Peer Review - 100% at Task Completion	\$5,000
	Total NTE	\$993,526

Highlight - only If needed items

EXHIBIT B

to the

Amendment

WORK AUTHORIZATION NO. 2
PAYMENT SCHEDULE - as amended
08.16.16

	DESCRIPTION	TOTAL NTE
Basic Services	Platting of Existing Site	
	Appraisal/Review Appraisal	
	Architecture/MEP/Foundations	
	Admin & Operations	
	Maintenance	
	Service Areas	
	Sitework/Utilities	
	Paving	
	Fuel/Island/Cleaning Station	
	Building	
	MEP Infrastructure	
	Cleaning System(s)	
	Tanks (2@12K Gallons)	
	Product Dispenser (2)	
	Foundations (2)	
	Bus Wash	
	Building	
	MEP Infrastructure	
	Apparatus	
	Subtotal Basic Services Design	\$1,082,631.00
Add'l Services	Modify Existing Fuel Depot	\$55,000.00
	Extend Bamore Road 1,750'	\$188,000.00
	Obtain ROW for Bamore Extension	\$15,000.00
	FFE Office Space Turnkey	\$42,680.00
	FFE Maintenance Turnkey	\$3,750.00
	LONP Preparation	\$8,800.00
	Peer Review	\$5,000.00
	Subtotal Additional Design Services	\$318,230.00
	Total WA # 2 Services	\$1,400,861.00

	PAYMENT SCHEDULE	TOTAL NTE	Add	Base
Basic Services	Design Completion - 30% at 30% Completion Acceptance	\$ 324,789	\$ 122,200	\$ 202,589
	Design Completion - 30% at 60% Completion Acceptance	\$ 324,789	\$ 122,200	\$ 202,589
	Design Completion - 30% at 95% Completion Acceptance	\$ 324,789	\$ 122,200	\$ 202,589
	Basic Services Design Completion - 10% at Contract Conclusion Acceptance	\$ 108,262	\$ 40,733	\$ 67,529
Add'l Services	Extend Bamore Road 1750' - 30% at 30% Completion Acceptance	\$ 56,400	\$ 407,335	\$ 675,296
	Extend Bamore Road 1750' - 30% at 60% Completion Acceptance	\$ 56,400		
	Extend Bamore Road 1750' - 30% at 95% Completion Acceptance	\$ 56,400		
	Extend Bamore Road Design Completion - 10% at Contract Conclusion Acceptance	\$ 18,800		
	LONP Preparation - 100% at Task Completion	\$ 8,800		
	PAID ONLY IF NEEDED			
	Design Completion - Modify Existing Fuel Depot 30% at 30% Completion Acceptance	\$ 16,500		
	Design Completion - Modify Existing Fuel Depot 30% at 60% Completion Acceptance	\$ 16,500		
	Design Completion - Modify Existing Fuel Depot 30% at 95% Completion Acceptance	\$ 16,500		
	Design Completion - Modify Existing Fuel Depot 10% at Contract Conclusion Acceptance	\$ 5,500		
	Obtain ROW for Bamore Extension	\$ 15,000		
	FFE Office Space Turnkey - 100% at Task Completion	\$ 42,680		
	FFE Maintenance Turnkey - 100% at Task Completion	\$ 3,750		
	Peer Review - 100% at Task Completion	\$ 5,000		
		\$ 1,400,861		

Total Added to Basic Design Services \$ 407,335

ATTACHMENT B

ADDITIONS TO WORK AUTHORIZATION NO.2 SCOPE OF WORK

**ADDITIONS TO SCOPE OF WORK
LOCKWOOD, ANDREWS AND NEWNAM, INC.**

The scope of work for Work Authorization No. 2 is amended to include the following:

DESIGN

Contractor shall perform design work necessary for completion of a retaining wall at designated locations on Bamore Road and a waterline extension from the source connection through the termination of the Bamore Road extension. Location of the retaining wall and waterline shall be approved by County. Design work to be conducted in accordance with the Scope of Work attached to Work Authorization 2. As the project has reached 95% design document submission contractor need only submit one interval design document for review prior to submission of final design documents.

ENVIRONMENTAL

Noise and Vibration Analysis Basic Services

Contractor shall perform a noise and vibration study in accordance with FTA guidelines. At a minimum, based on FTA guidance, a screening procedure for noise and vibration shall be conducted for the facility and documented in a technical memorandum. The results of the screening procedure are to be used to determine further activities per FTA guidance. Contractor to consult with Fort Bend County when reviewing facility design documents to determine noise originating areas. It is not anticipated at this time that further activities will be required in relation to vibrations concerns. Should the screening procedure for vibration impacts indicate otherwise, Contractor and County shall develop and negotiate the related scope, costs and schedule in a separate work authorization.

Contractor shall identify and document sensitive receivers and the distance from the proposed facility to all identified receivers.

For noise impacts, scope shall include at a minimum, one 24-hour noise measurement per FTA requirements at identified sensitive receivers. At a minimum, an ambient noise measurement shall be conducted in the residential neighborhood immediately adjacent to the planned facility to document existing noise. Measured noise data will be analyzed and the noise levels found during the measurement reported. The measured noise levels will then be used to conduct an FTA analysis of the proposed facility.

A noise impact and vibration impact assessment shall be conducted for the proposed facility. The assessment will include an assessment of operations at the site, including maintenance, idling buses, washing facilities and any other significant noise sources. The assessment will identify any noise impacts from the facility and any mitigation if required. The assessment and any potential mitigation will also include predictive assessment at sensitive receivers for the as built, 10 and 20 year build scenarios for the proposed facility.

Findings are to be summarized (inclusive of all technical memorandums) in a draft report to be reviewed by County. The draft report shall document the existing noise measurement, the FTA criteria and assessment methodology, and the results of the impact assessment of the proposed facility for the as built, 10 and 20 year build scenarios. If mitigation is identified, a summary of the mitigation options where the predicted levels exceed the FTA impact thresholds to meet FTA noise impact criteria shall be provided. County shall review the draft report and seek comments from FTA. Contractor will address any questions or comments from the County or FTA, verbally or in writing as requested and applicable during the draft review period. Upon completion of the draft report review, Contractor shall make report changes as applicable and submit a final report to County.

Contractor to participate as requested in any meetings or conference calls during the course of work and report review period. Contractor will address any questions or comments from the County or FTA, verbally or in writing as requested and applicable during the entire course of work and the report review period.

Additional Comment Review

After completion and submission of the final report contractor may be asked to respond to additional questions or comments from County and/or FTA. Such services shall be authorized and paid only if needed via a separate notice to proceed.

ATTACHMENT C

REVISED SCHEDULE AND PAY SCHEDULE TO WORK AUTHORIZATION NO. 2

REVISED SCHEDULE AND PAY SCHEDULE TO WORK AUTHORIZATION NO. 2**SCHEDULE**

TASK	DUE DATE
Submission of draft design –Bamore Road Retaining Wall	Within 10 business days of the date of execution of Amendment No. 2 to Work Authorization No. 2
Submission of draft design – Waterline Extension	Within 10 business days of the date of execution of Amendment No. 2 to Work Authorization No. 2
Submission of final design documents for Bamore Road Retaining Wall and/or Waterline Extension	Within 5 business days of receipt of County's comments on the draft design submissions for Bamore Road Retaining Wall and/or Waterline Extension
Conduct Noise/Vibration Analysis	To begin upon the date of execution of Amendment No. 2 to Work Authorization No. 2
Submission of Noise/Vibration Analysis Draft Report	Completed within 10 business days of the date of execution of Amendment No. 2 to Work Authorization No. 2
Submission of Noise/Vibration Analysis Final Report	Within 5 business days of receipt of County and FTA Comments on the Noise/Vibration Analysis Draft Report.
AUTHORIZED ONLY IF NEEDED	
Response to Additional FTA Comments on Noise/Vibration Analysis	Within 5 business days of receipt of Additional County and FTA Comments on the Noise/Vibration Analysis Draft Report.

PAYMENT SCHEDULE

TASK	PAYMENT SCHEDULE	Total Not to Exceed
Basic Services- Final Design of Bamore Road Retaining Wall	100% at Task Completion and County's Acceptance of Services Performed	\$4,250
Basic Services- Final Design of Waterline Extension	100% at Task Completion and County's Acceptance of Services Performed	\$4,360
Basic Services-Environmental-Noise and Vibration Analysis Report	100% upon receipt of FTA comments and County's Acceptance of Final Environmental Noise and Vibration Analysis Report	*\$17,550
PAID ONLY IF NEEDED		
Environmental- Noise and Vibration Analysis Additional Comment Review (providing response to additional FTA comments if requested).	100% upon task completion and County's Acceptance of Services Performed	*\$4,450

*Pricing includes any and all travel expenses.

*The overall payment schedule for Work Authorization 2 (Part II)
is revised to reflect the following corrections and additions:*

	WA 2 PLUS AMEND 1 TO WA 2	AMENDMENT 2 TO WORK AUTHORIZATION 2	WA TOTALS
DESIGN COSTS			
BASE FEE	1,082,631	-186,990	895,641
FUEL SYSTEM PACKAGED		25,000	25,000
RECYCLE BUS WASH PACKAGE		25,000	25,000
OIL/WATER SEPARATOR		10,000	10,000
VEHICLE LIFTS/COMP.AIR		20,000	20,000
SUBTOTAL FACILITY	1,082,631	-106,990	975,641
BAMORE	188,000		188,000
Total Base Fee-Design	1,270,631	-106,990	1,163,641
OTHER SERVICES			
SURVEY			0
SITE SELECTION-(ADVANCE PLANNING/PER)			0
ENVIRONMENTAL		22,000	22,000
MODIFY EXISTING FUEL DEPOT	55,000	-55,000	0
OBTAIN ROW FOR BAMORE EXTENSION	15,000	-15,000	0
FFE OFFICE SPACE TURN KEY	42,680		42,680
FFE MAINTENANCE TURNKEY	3,750		3,750
LONP PREPARATION	8,800		8,800
PEER REVIEW	5,000	-5,000	0
Total Other Services	130,230	-53,000	77,230
Grand Total	1,400,861	-159,990	1,240,871

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:
2017-197365

Date Filed:
04/24/2017

Date Acknowledged:

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

Lockwood, Andrews & Newnam, 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.

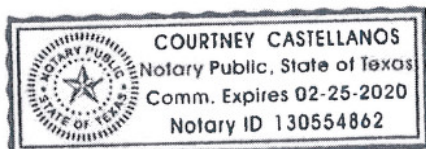
SOQ 14-027
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daly, III, Leo	Washington, DC United States	X	
	Petersen, Dennis	Houston, TX United States	X	
	Chrostek, John	Omaha, NE United States	X	
	Benes, Edward	Houston, TX United States	X	
	Brader, James	Omaha, NE United States	X	
	Curry, W. Derrell	Houston, TX United States	X	
	Boyd, J. Anthony	Houston, TX United States	X	
	Cohen, Arnold	Austin, TX United States	X	
	Vajdani, Sima	Los Angeles, CA United States	X	

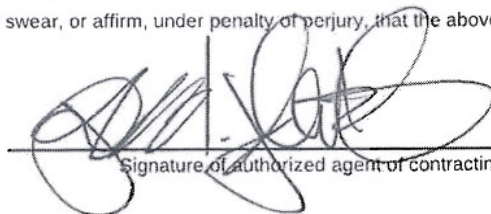
5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

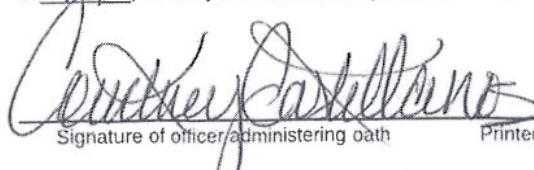
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jon Jelinek, this the 24 day of April, 2017, to certify which, witness my hand and seal of office.

 Courtney Castellanos Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath