

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
REPAIR OF WILLOW FORK OF BUFFALO BAYOU AND CANE ISLAND BRANCH
SOQ 17-086**

THIS AMENDMENT, is made and entered into by and between the Fort Bend County Drainage District (hereinafter “District”), a body corporate and politic under the laws of the State of Texas, and M&E Consultants, LLC (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services for Repair of Willow Fork of Buffalo Bayou and Cane Island on November 28, 2017 pursuant to SOQ 17-086, (hereinafter “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to reflect the change in Services to be provided, increase the Time of Performance to provide such additional Services, and increase the total Maximum Compensation under the Agreement.

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

1. District shall pay Consultant an additional two million nine hundred sixty-seven thousand eight hundred eleven dollars and no/100 (\$2,967,811.00) to perform the proposed additional Services as described in Consultant’s request for an amendment to the Agreement dated July 30, 2018, attached hereto as Exhibit “A” and incorporated herein for all purposes.

2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed four million two hundred fifty-three thousand seven hundred twenty-five dollars and no/100 (\$4,253,725.00), authorized as follows:

\$1,285,914.00 under the Agreement; and
\$2,967,811.00 under this Amendment.

3. In no case shall the amount paid by District for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.

4. The Time of Performance under the Agreement shall hereby be extended expire one thousand two (1002) calendars from the date of Consultant's receipt of the initial Notice to Proceed.
5. Certain State Law Requirements for Contracts
 - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

Fort Bend County Drainage District

M&E Consultants, LLC

Robert E. Hebert, County Judge

Dennis Medlin

Authorized Agent - Signature

Date

Dennis Medlin

Authorized Agent - Printed Name

ATTEST:

Founding Partner

Title

Laura Richard, County Clerk

8/09/2018

Date

APPROVED:

James Knight, Facilities Management/Planning Director

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

EXHIBIT A



July 30, 2018

Adam Wright
Project Coordinator
Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, TX 77471
Fort Bend County Drainage District
301 Jackson, Suite 210
Richmond TX 77469

Dear Adam:

Please find the amendment to the existing contract and its attachments for Geotechnical Investigation, Engineering Surveys, Design, Construction Quality Assurance, & Engineering Construction Support as per request, for your consideration. This amendment adds to our existing contract, the work to repair damages to; Buffalo Bayou Willow Fork 5A Segments I, II, and III as described on USDA, DSR 2017 48157 FBDD-004 (I), (II), and (III).

Design for construction drawings and specifications are estimated based as the same procedure used on current contract. A&E construction fees are mostly determined by time of construction plus weather days. At this stage, we have estimated A&E construction times using two methods, 1. Historic M&E NRCS construction based on percent of total cost and 2. estimating time from actual construction time of previous NRCS sheet piling projects. A 10 percent contingency is added to cover cost of hiring added construction inspectors as needed to cover overlapping projects.

The performance time for M&E's A&E services is estimated to increase the current performance time by 1.6 years. Please check with NRCS to determine if this time increase can be adapted to fit within the NRCS EWP program guidelines. Ninety (90) days was included in the amended time due to regulatory requirement delays on the current project.

We look forward to continuing to work with Fort Bend County and the NRCS in performing this additional work. If you have any question about our submittal, please call our main office in Temple (254-983-9103) or Jerry Ince in Richmond (832-344-6604).

Sincerely,

Dennis Medlin, PE
Founding Partner

Amendment Request

Pursuant to Section 6. Modifications and Waivers, the Agreement for Professional Engineering Services For Repair of Willow Fork of Buffalo Bayou and Cane Island Branch SOQ 17-086 shall be amended as follows:

AS amended Consultant professional engineering services related to a project the involves repair of creek bank due to slope failure from storm event flooding at **Buffalo Bayou, Willow Fork 5A Segments I, II, and III** as identified in the USDA Natural Resource Service Damage Survey Report (DRS) numbers 2017 48157 FBDD-004 (I)-(III) Fort Bend County, Texas.

AGREEMENT as AMENDED

Section 1. Scope of Services

The Scope of Service shall be amended to include the amended Plan of Work attached and amended Exhibits attached herein.

Section 3. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services described in the amended exhibit shall increase the fee to **\$4,253,725.00**. (from **\$1,285,914.00** to **\$4,253,725.00**, an increase of **\$2,967,811.00**)
The amend cost increase is based on 9.44 percent of the total of the DSR estimated cost.

Section 4. Limits of Appropriation

4.1 The District shall have available the total maximum sum of **four million two hundred fifty three thousand seven hundred and twenty five and no/100 (\$4,253,725.00)**, specifically allocated to fully discharge any and all liabilities District may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that district may become liable to pay to Consultant shall not under any circumstances, or interpretations thereof exceed **four million two hundred fifty three thousand seven hundred and twenty five and no/100 (\$4,253,725.00)**.

Section 5. Time of Performance

The time of performance of the Scope of Services by Consultant shall be changed to **one thousand and two (1002)** calendar days thereafter.

Summary Sheet

DSR	All Engineer Fees Not to Exceed	DSR Construction Cost	Engineer Fees %
Willow Fork 5A I	\$698,263.08	\$6,812,064.00	10.25%
Willow Fork 5A II	\$985,075.58	\$12,585,568.00	7.83%
Willow Fork 5A III	\$1,014,671.58	\$12,043,688.00	8.42%
SubTotals	\$2,698,010.24	\$31,441,320.00	8.58%
Contingency 10%	\$2,967,811.26		9.44%

Project Schedule

The attached gantt chart schedule shows the original and amended baseline schedules. The original performance time is 365 calendar days. However due to COE permitting requirement delaying construction start, the schedule shows an extension of three months or 90 days. Anticipated construction start time is in November 2018.

The amended baseline schedule adds the 90 days plus an additional 1.5 years (585 calendar days) for the added work. The total for all the work will be 950 calendar days (start 12-27-17 to 9-23-20). Overlapping time for design, contracting administration, and construction was calculated in the estimate. The survey and design estimate is based on an average of approximately 80 days per DSR, and includes time for regulatory approval. The contract administrative time estimate assumes FBDD will issue one contract for each DRS and estimated administrative times for advertising and soliciting are overlapping with design time and construction starts.

The construction time estimate will require three (2) of the projects to be started as soon as possible and the other project to follow, with all three construction project overlapping. The longest performance time is 490 calendar days for two of the DSRs , 350 calendar days for one.

