

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

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 Van De Wiele & Vogler, 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 6, 2015, (hereinafter "Agreement"), pursuant to SOQ 14-025, as amended by document dated February 28, 2017 (hereinafter "First Amendment") for Services to be provided under the Fort Bend County 2013 Mobility Bond Program – Powerline Road Realignment – Project No. 13110; and

WHEREAS, the parties desire to further amend the Agreement to increase the Maximum Compensation under the Agreement to fund the costs of Construction Phase Services and Survey Services to complete the Project.

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

1. Services to be rendered under the Agreement shall be amended to include the Survey Services and Construction Phase Services as described in the Contractor's proposal dated January 3, 2018, attached hereto as Exhibit A, and incorporated herein for all purposes.
2. County shall pay Contractor an additional three thousand six hundred eighty-seven dollars and 90/100 (\$3,687.90) for the additional Services to be rendered under this Second Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed eighty-two thousand sixty-nine dollars and 90/100 (\$82,069.90); authorized as follows:
 \$75,522.00 under the Agreement;
 \$2,860.00 under the Amendment; and
 \$3,687.90 under this Second Amendment.
4. In no case shall the amount paid by County for all Services under the Agreement, the First Amendment and this Second Amendment exceed the Maximum Compensation without further written amendment executed by the parties.

5. The parties hereby agree all terms and conditions of the Agreement and the First Amendment have remained in effect from the date of execution and shall continue to remain in effect and unchanged, except as provided herein until December 31, 2018.

FORT BEND COUNTY

VAN DE WIELE & VOGLER, INC

Robert E. Hebert, County Judge

Jeff Voger, P.E., President

Date

11/3/18

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

\\msrcut-agreements\Engineering\Roads\Construction-Bondwater\Roads\Amend 2 to Agreement 2013\Amend 11/3/2018

Second Amendment to Agreement for Professional Engineering Services

2013 Mobility Bond Project No. 13110

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EXHIBIT A



2925 Briarpark, Suite 275
Houston, TX 77042-3720
713/782-0042
www.vandewiele-eng.com

January 3, 2018

Mr. Richard Stolleis, P.E.
County Engineer
Fort Bend County Engineering Department
301 Jackson St., 4th Floor
Richmond, TX 77469

Attention:
Mr. Stacy Slawinski, P.E. And Ms. Jillian Hernandez

Re: PowerLine Rd Realignment; Mobility Project No. 13110;
PO# 131481

Dear Mr. Stolleis:

The cost for Construction Phase Services and Survey Services along proposed Powerline Road realignment is greater than the amount available in the additional services budget.

Jones & Carter have submitted the attached proposal to perform survey services (see attached proposal) in the amount of \$1,989.00.

Van DeWiele & Vogler, Inc. proposal to perform Construction Phase Services for the amount of \$1,698.90.

Van De Wiele & Vogler, Inc. is hereby requesting a contract in the amount of \$3,687.90 to have these services completed.

Project Name	Fee	Total Fee
Survey Services (see attached proposal)	\$1,989.00	\$1,989.00
Construction Phase Services	\$1,698.90	\$1,698.90
Total	\$3,687.90	\$3,687.90

Please call me if you have questions or need additional information concerning this request.
Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Martinez'.

Ruben Martinez, P.E.
Project Manager
Municipal Projects and Transportation
Van De Wiele & Vogler, Inc.
Texas Registered Engineering Firm F-148

Encl: Jones & Carter, Inc. Proposals for Surveying services



6415 Reading Road
Rosenberg, Texas 77471-5655
Tel: 281.342.2033
Fax: 281.232.9909
www.jonescarter.com

December 27, 2017

Erik Spencer, P.E.
Vice President
Van De Wiele & Vogler, Inc.
2925 Briarpark, Suite 275
Houston, Texas 77042
espencer@vandewiele-eng.com

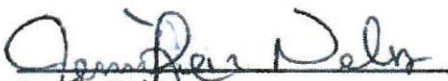
Re: Cost Proposal and Contract – Right-of-way staking for Powerline Road realignment
Fort Bend County, Texas.

Jones & Carter, Inc. submits this proposal for surveying services on the above subject tract:

\$1,989.00

Services include staking the right-of-way lines of the proposed Powerline Road realignment and the additional easement strip for CenterPoint Energy, resetting missing corners, and re-marking project control.

Thank you for giving Jones|Carter the opportunity to make this proposal. If the terms are acceptable, please sign below and return via email to jnelms@jonescarter.com or fax to 281-232-9909, followed by the original. By signing below, you agree to enter into a contract for surveying services and the attached General Conditions, and to remit payment upon delivery of invoice.


Jennifer Nelms

12/27/17
Date

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Print)

Address

Phone Number

This estimate is subject to change after 30 days from date hereon.

E:\Surveying\proposals\Van De Wiele Powerline staking estimate.docx



GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.
(SURVEYING)

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

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:
2018-298427

Date Filed:
01/04/2018

Date Acknowledged:

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

Van De Wiele & Vogler, 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.

13110
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spencer, Erik	Houston, TX United States	X	
	Vogler, Jeffrey	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Erik W. Spencer, and my date of birth is [REDACTED].

My address is 2925 Briarpark, Ste. 275, Houston, TX, 77042, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 4th day of January, 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)