

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSTRUCTION MANAGEMENT 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 LJA Engineering, 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 Construction Management Services on February 23, 2016, (hereinafter "Agreement"), pursuant to SOQ 14-025; and

WHEREAS, the parties desire to amend the Agreement for additional Construction Management Support and Oversight Services to be provided for the construction of Phase 2A of the Project and increase the total Maximum Compensation to complete the additional services.

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

1. County shall pay Contractor an additional six hundred eight thousand five hundred sixty dollars and 25/100 (\$608,560.25) to provide all of the additional construction management support and oversight services as described in Contractor's proposal dated December 14, 2017 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 one million eight hundred sixty-two thousand two hundred seventy-nine dollars and 15/100 (\$1,862,279.15), authorized as follows:

 \$1,253,718.90 under the Agreement; and
 \$608,560.25 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 written amendment executed by the parties.
4. The Time of Performance under the Agreement is hereby extended to end no later than March 31, 2019.

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

FORT BEND COUNTY

LJA ENGINEERING, INC

Robert E. Hebert, County Judge

Jeff T. Cannon, P.E., Vice President

Date

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

EXHIBIT A



2929 Briarpark Drive, Suite 600, Houston, Texas 77042
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386 TBPLS 10110501

December 14, 2017

PROPOSAL

Mr. Richard Stolleis, PE
Fort Bend County
301 Jackson Street,
Richmond, Texas 77469

Re: Westpark Phase 2A Extension – Construction Engineer
Construction Management Support
And Overnight Services
LJA Proposal No. 17-02270

Dear Mr. Stolleis:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide support for the above referenced project.

Specifically, the following attachments describe the scope of work and related fees:

Exhibit A – Scope of Services
Exhibit B – Compensation

COMPENSATION

Our compensation for these professional services will be an amount not to exceed \$608,560.25. Should work outside the attached scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning any additional services.

LJA appreciates the opportunity and look forward to working with you again. If you have any questions regarding this proposal, please do not hesitate to contact me at 832.217.6014.

Best regards,

A handwritten signature in blue ink, reading 'Rick Kronenberger', with a horizontal line drawn through the signature.

Rick Kronenberger, PE
Senior Project Manager

RK/pa

Attachments

EXHIBIT A

SCOPE OF SERVICES

WESTPARK PHASE 2A EXTENSION - CONSTRUCTION ENGINEER, CONSTRUCTION MANAGEMENT SUPPORT, AND OVERSIGHT SERVICES

The scope of services for the Westpark Phase 2A Extension - Construction Management Support and Oversight Services will generally consist of periodic review of construction operations and both support for and periodic review of construction administration, construction observation, construction documentation, and materials testing services performed by others, related to the construction of the Westpark Phase 2A Extension Project located in Fort Bend County, Texas between the Grand Parkway and the City of Fulshear, Texas.

ENGINEER's observation or monitoring portions of the work performed under construction contracts or other professional services contracts shall not relieve those contractor(s) from responsibility for performing work in accordance with applicable contract documents.

I. Construction Management Support

- A. Provide construction management related engineering support to the County Engineer and the County's General Manager for the Fort Bend County Toll Road Authority (FBCTRA);
- B. Review the plans and specifications in advance of the various work operations to be familiar with the project requirements;
- C. Attend and participate in a pre-construction conference;
- D. Attend and participate in meetings with the Contractor;
- E. Attend and participate in meetings with the County and the FBCTRA;
- F. Attend and participate in other meetings as requested;
- G. Assist the County with preparation of materials for meetings;
- H. Periodically monitor construction Contractor's operations for performance of work, adequacy of resources, investigation of issues, conflicts with utilities, and unforeseen jobsite conditions;
- I. Assist the County with identification and evaluation of potential solutions to resolve issues on the project;
- J. Assist the County with evaluation and resolution of claims received during the period of service; and
- K. The Engineer will coordinate issues with the County Engineer or his delegate.

II. Construction Administration Oversight

- A. Periodically review project administration activities and documentation performed by others using guidelines contained within TxDOT's Local Government Project Procedures (LGPP);**
- B. Periodically conduct audits of TxDOT LGPP documentation prepared by others and report on TxDOT LGPP compliance to the County;**
- C. Provide pre-construction engineering services to include:**
 - i. assistance for review of contractor pre-construction submittals for compliance to contract documents; and**
 - ii. assistance for review of proposed construction plan including project schedules, proposed construction methods and materials.**
- D. Review compliance verification documentation performed by others to monitor contractor Disadvantaged Business Enterprise (DBE) compliance verification process;**
- E. Review compliance verification documentation performed by others to monitor contractor Davis Bacon wage rate compliance verification process;**
- F. Assist with preparation of technical information for change orders as required, including reviewing pricing and quantities in change orders and negotiation of change order request(s) as required to obtain change order pricing acceptable to the County;**
- G. Review Contractor monthly progress payment/pay estimate prepared by others prior to submittal to County for payment; and**
- H. Review and provide recommendations to County on requests for substantial and final completion;**
- I. Provide assistance and oversight review of documentation prepared by others during the closeout process.**

III. Construction Engineering and Observation Oversight

- A. Provide periodic onsite construction oversight during the construction process to observe general quality of the Work completed by the Contractor;**
- B. Provide periodic review of Contractor progress and compliance with project schedule;**
- C. Provide periodic review of Contractor traffic control plan (TCP) implementation and effectiveness of TCP;**
- D. Provide periodic review of Contractor QC activities;**
- E. Provide periodic review of County provided QA activities;**
- F. Provide periodic review of daily progress reporting performed by others;**
- G. Provide periodic review of project diary entries performed by others;**
- H. Assist in review and/or processing of Contractor submittals;**
- I. Assist in interpretation of plans and specifications and in responding to Contractor's requests for information; and**

- J. Notify the County and the Contractor when work is not in compliance with contract documents.

IV. Materials Testing

- A. Periodically review testing frequency of materials testing performed by others for compliance with TxDOT's Guide Schedule for Sampling and Testing;
- B. Periodically review materials test results from tests performed by others;
- C. Verify compliance with approved Quality Assurance Plan requirements; and
- D. Recommend acceptance or rejection of materials.

Exhibit B - Compensation

WESTPARK PHASE 2A EXTENSION - CONSTRUCTION ENGINEER, CONSTRUCTION MANAGEMENT SUPPORT AND OVERSIGHT SERVICES

HOURLY/UNIT RATES

Labor

Classification	Base Rate	Multiplier	Hourly Rate
Senior Construction Engineer	\$ 89.00	3.25	\$ 289.25
Resident Engineer	\$ 64.00	3.25	\$ 208.00
Senior Construction Inspector	\$ 43.00	2.7	\$ 116.10
Administrative	\$ 33.00	3.25	\$ 107.25
Senior Construction Inspector Overtime	\$ 116.10	1.5	\$ 174.15

Expenses

Category	\$/each	Monthly Rate
Truck (Engineer)		\$ 700.00
Truck (Inspector)		\$ 1,400.00
Aircard		\$ 60.00
Cell Phone		\$ 100.00
Laptop		\$ 50.00
B&W Copy (8.5 x 11)	\$ 0.15	
B&W Copy (11 x 17)	\$ 0.35	

Exhibit B - Compensation

WESTPARK PHASE 2A EXTENSION - CONSTRUCTION ENGINEER, CONSTRUCTION MANAGEMENT SUPPORT AND OVERSIGHT SERVICES

HOURS & EXTENDED VALUES

Labor

Classification	Total Hours	Hourly Rate	Extension
Senior Construction Engineer	240	\$ 289.25	\$ 69,420.00
Resident Engineer	900	\$ 208.00	\$ 187,200.00
Senior Construction Inspector	1740	\$ 116.10	\$ 202,014.00
Administrative	80	\$ 107.25	\$ 8,580.00
Senior Construction Inspector Overtime	675	\$ 174.15	\$ 117,551.25
Total Labor			\$ 584,765.25

Expenses

Category	Total Units	Unit Cost	Extension
Truck (Engineer)	10	\$ 700.00	\$ 7,000.00
Truck (Inspector)	10	\$ 1,400.00	\$ 14,000.00
Aircard	10	\$ 60.00	\$ 600.00
Cell Phone	10	\$ 100.00	\$ 1,000.00
Laptop	10	\$ 50.00	\$ 500.00
B&W Copy (8.5 x 11)	900	\$ 0.15	\$ 135.00
B&W Copy (11 x 17)	1600	\$ 0.35	\$ 560.00
Total Expenses			\$ 23,795.00

Total Compensation **\$ 608,560.25**

All invoices must include supporting time sheets approved by the Project Manager.
Reimbursement for eligible direct expenses must be supported by invoices. Sales tax will not be
reimbursed on any eligible direct expenses. Total Amount of this Contract Shall Not Exceed
\$608,560.25 without written supplemental agreement.