

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 Huitt-Zollars, 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 13, 2015, (hereinafter "Agreement"), as amended by document executed on June 7, 2016, (hereinafter the "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided, increase the total Maximum Compensation, and extend the Time of Performance under the Agreement for the completion of such additional services.

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

1. County shall pay Contractor an additional one hundred thirty-three thousand sixty dollars and no/100 (\$133,060.00) for the additional scope for Final Engineering, Bid & Construction phase, as described in the proposal dated March 23, 2018 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 eight hundred thirty-five thousand one hundred eighty-six dollars and 40/100 (\$835,186.40), authorized as follows:
 \$650,576.40 under the Agreement;
 \$51,550.00 under the Amendment; and
 \$133,060.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Second Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. The County and Contractor hereby agree that the terms and conditions of the Agreement remain in effect and the Time of Performance under the Agreement shall hereby be extended to end no later than September 30, 2020.

5. Certain State Law Requirements for Contracts

- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor 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, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor 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 and the Amendment shall remain unchanged.

FORT BEND COUNTY

HUITT-ZOLLARS, INC.

Robert E. Hebert, County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

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

I:\Marcus\Agreements\Engineering\Road Construction\Old Needville-Fairchild\Amend 2 - Old Needville-Fairchild.HZ.docx,4/16/2018

EXHIBIT A

March 23, 2018

Robert W. Barnett, P.E.
C/O Fort Bend County Engineering
Senior Project Manager
LJA Engineering, Inc.
2929 Briarpark Drive Suite 600
Houston, Texas 77042-3703

Reference: Old Needville Fairchild Road
Fort Bend County 2013 Mobility Bond Program

Subject: Proposal -Additional scope for Final Engineering, Bid & Construction phase

Dear Mr. Barnett,

Enclosed are Huitt-Zollars, Inc.'s proposed budget, manpower and direct expense breakdown and scope of services for completing the Final Engineering, and Surveying Services for the above referenced project based on the recent changes made by the client after the 95% submittal drawings. The shift in the centerline of the proposed roadway by an approximate six feet to accommodate the existing Centerpoint poles along south side of the project requires the drawings be reproduced and resubmit the 95% submittal.

HZI requests the budgets be increased for the phases below for the above referenced project to complete the project and provide the client with final PS&E documents:

Phase 3 - Final Design Phase Services	\$ 116,160.00
Phase 4 - Quantities and Cost Estimate	\$ 4,600.00
Phase 5 - Project Management	\$ 9,880.00
Total Basic Services Fee	\$ 130,640.00

Additional Surveying Services


1) Update Route Topographic Survey (power poles)	\$ 2,420.00
Total Additional Services Fee	\$ 2,420.00

Our total proposed budget for the above services is estimated to be \$ 133,060.00. Detailed scope of services and level of effort on the basic services and additional services are attached. Also attached is the proposal from Kelly R Kaluza on the surveying services. Should you have any questions, or require additional information, please call. Thank you.

Upon receipt of a written notice to proceed, we will commence work. Thank you.

Sincerely,
Huitt-Zollars, Inc.


Chaitanya Gampa, P.E., RMP
Vice President


Daniel Menendez, P.E., PWLF
Vice President

Scope of Services

Old Needville Fairchild Road from FM 361 to City Limit (Near SH 36)

PROJECT DESCRIPTION :The work to be performed by the Engineer shall consist of the development of Preliminary engineering report , detailed plans, specifications and estimates (PS&E) for the re-construction of Old Needville Fairchild Rd from FM 361 to the Needville City Limit near SH 36. The roadway design will consist of reconstruction of 2- lane asphalt pavement section with addition of 4 feet shoulders and ROW purchase for a 100' ROW. The project will be designed to meet Fort bend county design criteria.

FINAL DESIGN

The goal is to prepare construction drawings and specifications accurately and efficiently. Engineer will update the plans with the new shift in the centerline and resubmit a 95 percent submittal, and will 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).

A. UPDATE PLANS

Roadway horizontal alignments, vertical alignments, cross-slopes, crossovers, and other related geometric design features established for the PER will be finalized.

- a. 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)
- b. Develop plan and plan/profile sheets, which depict the proposed improvements. These sheets will contain topographic information, existing utilities, demolition items, roadway baselines, proposed pavement curb elevations, and roadway pavement contours where necessary for construction, drainage structures, limits of barriers and other information necessary for construction. Profile sheets will show existing ground lines at the right of way line, existing ditch lines, and existing paving elevations, and other elevations necessary to describe the profile elevations.

- c. The plan package will be complete and suitable for bidding and award of a construction contract.
- d. Show existing utilities in plan and profiles. Prepare plans to minimize utility adjustment where practical.
- e. Provide to the County information and/or exhibits on driveways for the purpose of preparing temporary construction easements where practical.
- f. Develop cut and fill quantities for the proposed sections.
- g. Earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)

B. UPDATE HYDROLOGY AND HYDRAULICS

1. Update the details of the following:
 - a) Drainage Area maps with Hydraulic calculations
 - b) Hydraulic data
 - c) Drainage structure plan view layout sheet, culvert sections etc.
 - d) Storm sewer/ditch systems. Information to include elevation view and details for inlets, manholes, etc.
2. Review utility information to determine potential utility conflicts.

C. UPDATE TRAFFIC CONTROL PLANS (TCP)

D. UPDATE STORM WATER POLLUTION PREVENTION PLANS (SWPPP)

E. UPDATE SIGNING AND PAVEMENT MARKING PLANS

F. UPDATE GENERAL NOTES, SPECIFICATIONS, AND STANDARD DRAWINGS

G. QUANTITIES AND COST ESTIMATES

1. Prepare list of construction bid items
2. Compute estimated quantities for all bid items.
3. Develop basis of estimate
4. Compute estimated cost of construction work based on current unit prices and estimated quantities. Fort Bend County/PMC to provide current unit prices if needed.

H. PROVIDE TO THE COUNTY FOR REVIEW THE PS&E PACKAGE AT THE FOLLOWING STAGES OF COMPLETION:

- a. Resubmit 95% Cover Sheet, General Notes, Specifications, Typical Section Sheets, Layout Sheets, Drainage Area Maps, Plan & Profiles, Traffic Control Plans, Cross Sections, SWPPP, Signing & Pavement Markings, Details, Quantities, Cost Estimates, Prepare project manual and perform QA/QC. Review plan sets to be provided on 22"x34" paper.
- b. Final Plans Cover sheet, General Notes, Typical Sections, Layout sheet, Drainage Area Map, Plan & Profiles, Traffic Control plans, Cross Sections, SWPPP, Signing & Pavement Marking, Details, Quantities, Cost Estimates, Prepare complete project manual and perform QA/QC. Final plan sheets to be provided on 22"x34" mylars.

I. UPDATE TOPOGRAPHIC SURVEY AND CENTERPOINT EASEMENTS.

Reference attached Kelly R. Kaluza & Associates proposal.

II. BID AND CONSTRUCTION PHASE SERVICES

Per the original approved contract services

EXCLUSIONS

1. Any other services not specifically included within the description of the Services as described above.
2. Traffic signal design and plan preparation.
3. Illumination design and plans preparation.

HUIT-ZOLARS PROJECT BUDGET WORKSHEET - Houston 2018

Client: FORT BEND COUNTY ENGINEERING

Project Name: OLD NEEDVILLE FAIRCHILD ROAD

Contract No.: 2013 Mobility Bond Program

Project No.: Project No. 13109

Date: **#VALUE!**
Project Number:
Project Template:
Labor Code Schedule: H017

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KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors

Engineering Firm No. F-1339

Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

February 27, 2018

Ms. Chaitanya Gampa
Associate/Project Manager
Huitt-Zollars, Inc.
1500 Dairy Ashford Road, Suite 200
Houston, Texas 77077

RE: Additional Survey Work Along Old Needville-Fairchild Road Project from Farm Market 361 to Needville Limit Line (Approximately 3.4 Miles), Fort Bend County, Texas

Dear Ms. Gampa:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, and also to make available pertinent existing data.

Kelly R. Kaluza & Associates, Inc. proposes to provide the necessary surveying services to complete the following scope of work on the Project. The following scope of work consists of the professional surveying services to be provided to Huitt-Zollars, Inc., hereinafter called "CLIENT," by Kelly R. Kaluza & Associates, Inc., hereinafter called "SURVEYOR." The project for which these additional professional services are to be provided is topographic survey work and right-of-way acquisition survey maps for Old Needville-Fairchild Road from Farm Market 361 to Needville City Limits Line (approximately 3.4 miles), Fort Bend County Texas.

Scope of Work:

Task #1 - Update Topographic Survey

Update existing field topographic survey work to detail location of new power poles and new utility installations within project limits; and Add updated topographic detail to survey base drawing.

(Schedule for Task #1 is two weeks.)

Estimated Fees for Task #1

Update Topographic Survey =

\$ 2,200.00

Task #2 – CenterPoint Energy Powerline Easement

Research right-of-way recording information; calculate easement location as per alignment to be provided by client; calculate survey control data for easement alignment; prepare survey exhibits detailing easement location and width to meet CenterPoint Energy recording requirements. This task cannot begin until all right-of-way has been acquired by Fort Bend County. Deliverables will be a series of 8.5" x 11" exhibits, ~18,000 linear feet overall.

(Schedule for Task #2 is three weeks.)

Estimated Fees for Task #2

CenterPoint Energy Powerline Easement =

\$ 5,700.00

Ms. Chaitanya Gampa
Associate/Project Manager
Huitt-Zollars, Inc.
February 27, 2018
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Task #3 – CenterPoint Energy Aerial Easements

Research right-of-way recording information; coordinate easement location and dimensions with client; Edit existing right-of-way parcel exhibits along south side of road to detail location of new aerial easements adjacent to right-of-way; Format easement parcel exhibits to meet CenterPoint Energy recording requirements.

(Schedule for Task #3 is four weeks.)

Estimated Fees for Task #3
CenterPoint Energy Aerial Easements = \$ 8,375.00

Additional Services

If authorized by CLIENT, SURVEYOR will furnish the following Additional Services that are not considered part of the Basic Surveying Services Scope of Work. Additional Services beyond anticipated Additional Services shall be paid for on an hourly basis at the rate shown in the Schedule of Hourly Rates by Personnel Classification (Exhibit "A").

NO ADDITIONAL SERVICES ARE ANTICIPATED FOR THIS PROJECT AT THIS TIME

It is understood that this proposal and fees do not include the following:

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, studies or other project documents.
3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes and/or condemnation proceedings.
4. Assistance to CLIENT as an expert witness in any litigation with third parties, arising from the development or construction of the project.

Summary of Compensation

Surveying services to be provided under this contract shall be compensated as outlined below:

Task #1 - Update Topographic Survey -	<u>\$ 2,200.00</u>
Task #2 – CenterPoint Energy Powerline Easement =	<u>\$ 5,700.00</u>
Task #3 – CenterPoint Energy Aerial Easements =	<u>\$ 8,375.00</u>

Total Surveying Fees = \$16,275.00

SURVEYOR will invoice CLIENT on a monthly basis for services rendered during the preceding month. Invoices will be based on the SURVEYOR'S estimate of percentage completion to date of invoice.

CLIENT agrees to remit SURVEYOR'S invoices in full within thirty (30) days of receipt of billing.

Ms. Chaitanya Gampa
Associate/Project Manager
Huitt-Zollars, Inc.
February 27, 2018
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Total fees are based on estimated time for completion of all work described above and are **not to exceed** the specified amounts, provided that the Owner does not change or increase the scope of work. Additional services beyond those items described will be based and billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A."


Kelly R. Kaluza & Associates, Inc. makes no warranty, either express or implied, as to its services, including preparation of surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Additionally, it is the desire of our firm to comply with other applicable Federal, State, County and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.



Llarance L. Turner, R.P.L.S.
President

LLT/lao

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

KELLY R. KALUZA & ASSOCIATES, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
Engineering Firm No. F-1339 Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
Phone: (281) 341-0808
Fax: (281) 341-6333

Rates Subject to Change

06/13