SUPPLEMENTAL AGREEMENT FOR ADDITIONAL LANDSCAPE ARCHITECTURAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Contract for Landscape Architectural Services, dated October 23, 2012 hereinafter identified as the "Contract," entered into by and between Fort Bend County (the "County"), and Asakura Robinson Company, LLC (the "Landscape Architect").

The following terms and conditions for the Contract are hereby amended as follows:

- 1. Attachment "A", Scope of Work to be Provided to Fort Bend County, is amended to add the services described in Exhibit A, attached hereto and incorporated herein for all purposes, at a cost of \$39,711.88
- 2. The maximum amount payable under the Contract is increased by \$39,711.88 from \$153,072.38 to \$192,784.26. A revised fee schedule is attached to support the increase in funding.
- 3. 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.

All other provisions are unchanged and remain in full force and effect.

This Supplemental Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Contract not hereby amended are to remain in full force and effect.

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

[THE REMAINDER OF THIS PAGE INTENTIONALL LEFT BLANK.]

| THE LANDSCAPE ARCHITECT | THE COUNTY |
|--------------------------|--|
| Keiji Asakura, Principal | Robert E. Hebert, Fort Bend County Judge |
| 5/15/2018 Date | Date |

Date

Attachment:

Exhibit A – Description of Additional Services and Fee Schedules

EXHIBIT A

1902 WASHINGTON AVENUE, SUITE A HOUSTON, TEXAS 77007

PLANNING | URBAN DESIGN | LANDSCAPE ARCHITECTURE



P 713 337 5830 W ASAKURAROBINSON.COM

ADDITIONAL SERVICE AGREEMENT

Project: IH69 Landscape Improvements

Client: Fort Bend County

Location: US69 and FM762

Project No: FBC201

Agreement and/or Authorization of services by and between **Asakura Robinson Company LLC** and **Fort Bend County.** All provisions of the original agreement services remain in place and effect except as modified herein.

Services determined by: Fort Bend County

Date: 2/15/2018 meeting to discuss change in scope

Description of Services:

Revise the landscape drawings in accordance with the revised engineering layout and drainage for this area. Original design was based on a different freeway configuration, where the landscaping would have a higher visibility. Client would like the project redesigned to fit the new freeway configuration where the landscaping has a lower visibility and to provide a simpler more low maintenance landscaping design.

Task 1: Schematic Design

- 1. Attend meetings with client, as necessary.
- Develop a schematic landscape plan.
- 3. Develop schematic opinion of probable construction cost for client review.
- 4. Review schematic landscape plan with client, owner and other consultants for comments and revise per client requests.

Task 2: Construction Documents

Based upon the client approved Schematic Design plans and estimated construction budgets, AR shall prepare construction documents for the project, including the following:

- 1. Construction documents shall be in accordance per TxDOT standards, design guidelines and procedures.
- 2. Revise planting plans, details and plant schedule.
- 3. Revise irrigation plans and details
- 4. Prepare an opinion of probable construction cost

Compensation: Total compensation for services will be provided on the following basis:

Professional Services ☐ Hourly, per standard rates (see attached Billing Schedule) ☐ Hourly, per standard rates not to exceed ☑ Fixed fee of: Task 1: Schematic Design \$15.393.88 Task 2: Construction Documents \$24,318.00 Total: \$39,711.88 ☐ Other

Reimbursable Expenses

☑ Reimbursable expenses are included in the fee.

Proposal for: IH69 Landscape Improvements

| \square Reimbursable expenses are not included in the fee | and will be billed at cost. |
|---|--|
| ☐ Reimbursable expenses are estimated at | and will be billed at cost plus 10%. |
| Acceptance | |
| ☐ Work is proceeding by verbal or written authorizati | on from: |
| Name: | Date: |
| $oxed{oxed}$ Work shall begin upon receipt of this authorization | from Fort Bend County |
| We appreciate your consideration of our firm, and we proposal meets your approval, please sign and return | look forward to working with you on this project. If this one (1) copy to our office at your earliest convenience. |
| aix 1800m | |
| Keiji Asakura, Principal | Client Name: |
| Asakura Robinson Company | Company: |
| Date: May 1, 2018 | Date: |



Fee Schedule Method of Payment: Lump Sum

Asakura Robinson Company Project Name: US59 and FM762

Reference: Q12-022 CSJ: #0027-12-137

| Task Description | 1 | Senior andscape Architect | | Project Manager | J | lunior CADD Operator | Admin / Clerica | | Total Hours |
|---|----|---------------------------------|----|--------------------|----|-------------------------|-----------------|----------|-------------|
| Schematic Design | | | | | + | | | + | |
| Attend meetings with client and other agencies | | 8.00 | | 8.00 | | | | \vdash | 16.00 |
| Develop a schematic landscape plan. | | 12.00 | | 8.00 | | 40.00 | | T | 60.00 |
| Develop schematic opinion of probable construction cost for client review. | | | | 8.00 | | | | | 8.00 |
| Review schematic landscape plan with client, owner and other consultants for comments and revise per client requests. | | 16.00 | | 8.00 | | 20.00 | | T | 44.00 |
| QAQC | | 4.00 | | 8.00 | | | | 1 | 12.00 |
| Project Management | | | | 8.00 | | | | \vdash | 8.00 |
| Billing and administrative duties | | | | | | | 4.00 | | 4.00 |
| Hours Subtotal | | 40.00 | | 48.00 | - | 60.00 | 4.00 | | 152.00 |
| Contract Rate per Hour | | 151.25 | | 116.33 | | 58.15 | 67.76 | \vdash | 132.00 |
| Total labor Cost | \$ | 6,050.00 | \$ | 5,583.84 | \$ | 3,489.00 | \$ 271.04 | Ś | 15,393.88 |
| % Distribution of Staffing | | 26.32% | | 31.58% | | 39.47% | 2.63% | + | 10,000.00 |
| Construction Documents | | | _ | | - | | | | |
| Attend meetings with client and other agencies | | 16.00 | | 16.00 | | | | \vdash | 32.00 |
| Revise planting plans, details and plant schedule. | | | | | | 60.00 | | \vdash | 60.00 |
| Revise irrigation plans and details | | | | | | 80.00 | | | 80.00 |
| Update opinion of probable construction cost | | | | 16.00 | | 4.00 | | | 20.00 |
| Prepare spreadsheet of the item/quantity/cost changes per TxDOT standards | | | | 16.00 | | 24.00 | | | |
| QAQC | | 12.00 | | 24.00 | | | | | 36.00 |
| Project Management | | | | 12.00 | | | | | 12.00 |
| Billing and administrative duties | | | | | | | 8.00 | | 8.00 |
| Hours Subtotal | | 28.00 | | 84.00 | _ | 168.00 | 8.00 | | 288.00 |
| Contract Rate per Hour | | 151.25 | | 116.33 | | 58.15 | 67.76 | 1 | 200.00 |
| Total labor Cost | \$ | 4,235.00 | \$ | 9,771.72 | \$ | 9,769.20 | \$ 542.08 | Ś | 24,318.00 |
| % Distribution of Staffing | | 9.72% | | 29.17% | | 58.33% | 2.78% | , | , |

ATTACHMENT E- FEE SCHEDULE SPECIFIED RATE AND LUMP SUM PAYMENT BASIS

SUBPROVIDER NAME: Asakura Robinson Company, LLC

| DIRECT LABOR | | | | | | |
|----------------------------|---------------------|---------------------|-------------------------------------|--|--|--|
| LABOR/STAFF CLASSIFICATION | YEARS OF EXPERIENCE | HOURLY BASE RATE | HOURLY CONTRACT RATE \$116.33 | | | |
| Project Manager | 10 to 20 | \$48.07 | | | | |
| Senior Landscape Architect | 15 + | \$62.50 | \$151.25 | | | |
| Landscape Architect | 5 to 15 | \$32.69 | \$79.11 | | | |
| Senior CADD Operator | 15+ | \$36.05 | \$87.24 | | | |
| CADD Operator | 5 to 15 | \$31.73 | \$76.79 | | | |
| Junior CADD Operator | 1 to 5 | \$24.03 | \$58.15 | | | |
| Admin/Clerical | | \$28.00 | \$67.76 | | | |
| INDIRECT COST RATE: | 120.00% | | | | | |
| PROFIT RATE: | 10.0% | | | | | |

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to

Lump Sum Payment Basis - Invoice by deliverable, according to the table of deliverables. Documentation of hours worked not required.

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.