

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 Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA Engineering, (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 June 23, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by document executed on February 28, 2017, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional construction phase services, extend the Time of Performance, and increase the total Maximum Compensation for such additional services.

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


1. County shall pay Contractor an additional forty thousand seven hundred nineteen dollars and 12/100 (\$40,719.12) for the additional construction phase services as described in Contractor's Change Order No. 2 dated June 5, 2018, as revised March 27, 2019 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 five hundred one thousand two hundred thirty-one dollars and 62/100 (\$501,231.62), authorized as follows:
 \$450,000.00 under the Agreement
 \$10,512.50 under the Amendment; and
 \$40,719.12 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment exceed the Maximum Compensation without further written agreement executed by the parties.
4. The parties hereby agree that the terms of the Agreement have remained in effect from the time of execution, and the Time of Performance under the Agreement shall hereby be extended to end no later than December 31, 2019.

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

FORT BEND COUNTY

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC,
D/B/A EHRA

KP George, County Judge



Truman C. Edminster, President

Date

4-11-19

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, 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

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EXHIBIT A



TBPE No. F-726
TBPLS No. 10092300

June 5, 2018
Revised: March 27, 2019

Mr. Stacy Slawinski
Interim County Engineer
Fort Bend County Engineering
301 Jackson Street
Richmond, Texas 77469

Re: Change Order No. 2 for Additional Construction Phase Services
for Cane Island Parkway from the Intersection of FM 1463
to the North Bank of Willow Fork Bayou, Fort Bend County, Texas
EHRA Project No. 121-019-51-03

Dear Mr. Slawinski:

Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA (Engineer) is submitting this supplemental contract amendment as requested by Fort Bend County (Client), for additional construction phase services for Cane Island Parkway, from the Intersection of FM 1463 to the North Bank of Willow Fork Bayou (Project), Fort Bend County, Texas.

This proposal is subject to the terms and conditions of the Agreement for Professional Engineering Services, between Fort Bend County and EHRA, dated June 15, 2015.

SCOPE OF SERVICES

Services under this contract amendment include:

TASK 1: CONSTRUCTION PHASE SERVICES

Provide additional construction phase services as requested by the Contractor and the Construction Manager, including the completed items listed below.

1. Coordination for relocation of the Hilcorp pipeline to the south end of the project. (June 2017)
2. Outfall modifications due to environmental permitting. (June 2017)
3. Relocation of Living Earth driveways. (June 2017)
4. Coordination for fencing issue across Buffalo Bayou. (July 2017)
5. Reviewed Contactor's quantities for zero load slab. (August 2017)
6. Coordination with utility companies for drainage across Bain property. (October 2017)

7. Revised plans to provide cross-culvert and stub out from Bain's property. (October 2017)
8. Additional bank stabilization after Hurricane Harvey. (November 2017)
9. Moved MH B8 and adjusted the profile on the north side to avoid pipeline conflict. (November 2017)
10. Reviewed embankment quantities for detour material to be used on Phase 2. (December 2017)
11. Review of structural steel quantities. (December 2017)
12. Coordination for abandoned pipe on the north end that AECOM said was in conflict with subgrade. (January 2018)
13. TEDSI added LPCB to protect cross-culvert. (January 2018)
14. Coordination for buried cross culvert-pipe discovered by the Contactor. (March 2018)
15. Coordination for Speed Limit determination. (March 2018)
16. Coordination with AECOM and Contractor for alternative concrete mix design on bridge due to normal mix pump truck issues. (March 2018)
17. Coordination with Ninyo & Moore and TxDOT for asphalt stabilized base testing and requirements. (April 2018)
18. Verification that the concrete block around the 60-inch storm sewer outfall is still applicable to HCFCD Articulating Concrete Block standard. (April 2018)
19. Prepare a Standard Land Survey map and metes and bounds for the portion of the Fort Bend County tract on the east side of Cane Island Parkway, adjacent to the Everitt tract.
20. Re-establish survey controls.
21. Survey location of the new Hilcorp pipeline at south end of the project.
22. Preliminary exhibits and cost estimate for exclusive right-turn lane at Cane Island Parkway and FM 1463 (December 2018 & January 2019)
23. Walk through of the project site and provide recommendations for bridge joint replacement.

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Mr. Stacy Slawinski
June 5, 2018
Revised: March 27, 2019
Page 3

Engineer provided the above-described Scope of Services to Client on an hourly basis in the amount of \$35,719.12.

In addition to the above-mentioned services, Engineer proposes to provide record drawing preparation once the project has been closed and as-built drawings are received from the construction management services agency. EHRA proposes to provide record drawing services to Client on an hourly basis in the amount of \$5,000.00. The total compensation amount for Change Order No. 2 will be \$40,719.12. Any work not specified above that may arise will be considered an Additional Service and as such, Engineer will not proceed with any Additional Services without prior written authorization by Client.

EDMINSTER, HINSHAW, RUSS
& ASSOCIATES, INC. d/b/a EHRA

By: Sivaji Senapathi
Sivaji Senapathi, P.E.
Associate | Practice Area Leader
Public Infrastructure

Date: 3-27-2009

By: James B. Russ
James B. Russ
President

Date: MARCH 27, 2019

SS/lm