

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 Doucet & Associates, 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 April 28, 2015, (hereinafter "Agreement"), pursuant to SOQ 14-025, as amended by document executed on February 6, 2018, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided, extend the time of performance, 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 seventy-one thousand four hundred eighty dollars and no/100 (\$71,480.00) to perform the additional services as described in Contractor's Work Scope Change Order #2 dated April 23, 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 three hundred three thousand nine hundred eighty dollars and no/100 (\$303,980.00), authorized as follows:
 - \$220,500.00 under the Agreement;
 - \$12,000.00 under the Amendment; and
 - \$71,480.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement any subsequent amendment exceed the Maximum Compensation without written amendment executed by the parties.
4. The parties hereby agree that all terms and conditions of the Agreement have remained in effect to date, and shall be extended to end no later than December 31, 2021.
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

DOUCET & ASSOCIATES, INC

KP George, County Judge



John Doucet, P.E., President

Date

5/7/19

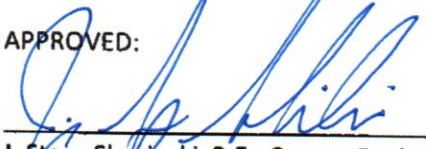
Date

EXECUTIVE VICE PRESIDENT

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

I:\Marcus\Agreements\Engineering\Road Construction\Braxton\Amend 2 - Braxton Road.DA.docx 5/6/2019

EXHIBIT A



74018 Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Dcoucet@Engineers.com

CONTRACT AMENDMENT # 2

**TO: Fort Bend County
301 Jackson Street, 4th Floor
Richmond, Texas 77469**

DATE: April 23, 2019

ATTN: Mr. Stacy Slawinski

JOB NUMBER: 1469-001

PROJECT NAME: Braxton Road Project

ORIGINAL CONTRACT AMOUNT:	\$ 220,500
PREVIOUS WORK SCOPE CHANGE ORDERS:	\$ 12,000
CHANGE ORDER # <u>2</u>:	<u>\$ 71,480</u>
REVISED CONTRACT AMOUNT:	\$ 303,980

Dear Mr. Slawinski;

Doucet & Associates is pleased to present an adjusted work scope based on our understanding of your needs.

DESCRIPTION OF WORK SCOPE CHANGE ORDER

I. ENGINEERING

1. Assessment of the as-built condition and as-built plans preparation (14 calendar days after NTP)

D&A engineer will review the construction notes from original construction documents and visit the site up to three (3) times to identify and assess the quality of all the items that were installed with the original construction contract. D&A will prepare as-built construction plans per these finding to identify and show all the items built and installed by the original contractor. D&A's engineer will meet with the County representative and project manager (up to two (2) meetings) to verify that as-built plans are in line with the County records.

2. Construction Plans Update

a. 70% Design Complete (30 calendar days)

D&A's engineer will update the original construction plans to indicate what has been installed as "Existing" and will adjust the construction plans per the as-built condition and will show the remaining work to be done by the new contractor per the revised design as needed. The revised construction plans will include the 4" raw water line after coordination with the County.

**COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.**



- b. **100% Design Complete (30 calendar days)**
D&A will meet with the County representative and project manager to go over the 70% design plans. D&A will address the County comments and will finalize the bid set with all quantities of the remaining work and will issue the bid set. The bid set (100% complete Final Design) will include the Final Plans, Specification and Estimate (PS&E) and bid form for project bidding.

3. **Bidding and Construction Phase Services**

Upon completion of final design, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (Cover Page, Notice to Bidders, etc.) will be prepared by the County and provided to D&A in Adobe Acrobat (PDF) format. D&A will prepare a single project manual file in Adobe Acrobat format, consisting of (1) administrative documents, (2) the bid form (prepared by D&A), (3) a sealed specification table of contents, and (4) applicable specifications and documents.

D&A will attend a pre-bid meeting at the County Purchasing Office. D&A will answer bidder questions as well as any other required changes by issuing bid addendums if necessary.

D&A will attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor. D&A will be responsible for reviewing contractor submittals and responding to Requests for Information. D&A will participate in a substantial completion walkthrough. After project completion, D&A will prepare record drawings based on contractor as-built markups.

All bid and construction phase services will be paid on a time-and-materials basis. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates attached to this Work Scope Change Order. Reimbursable expenses, such as scanning and reproduction, will be billed at actual cost (no markup). The County is tax-exempt and will not reimburse tax expenses.

The scope of services in this contract amendment doesn't include any survey work. It is assumed that identifying the installed items and assessing the quality of the work will not require any survey work. If during the assessment process it was determined that field survey work shall be performed, additional service request will be submitted at that time.



COMPENSATION

DESCRIPTION OF WORK SCOPE CHANGE	FEE BASIS	ESTIMATED FEE	TASK
1. Assessment of As-built Condition & As-built Plans Preparation	Lump Sum	\$ 15,120	
2. Construction Plans Update	Lump Sum	\$ 38,040	
3. Bidding & Construction Phase Services	Hourly	\$ 18,320	
TOTAL		\$ 71,480	

Please sign and return to: **Doucet & Associates, Inc.**
7401B West Highway 71, Suite 160
Austin, TX 78735

Please retain a copy for your files.

DOUCET & ASSOCIATES, INC

 Division Manager, Transportation

04/23/2019
 Date

AUTHORIZED BY:

 Client Representative

 Date

TBPE Firm # 3937
 State of Texas Surveying Firm Certification # 10105800