

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 Paradigm Consultants, 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 July 24, 2018, (hereinafter “Agreement”) for Services to be provided under the Fort Bend County 2013 Mobility Bond Program – Gaston Road Segment 1 – Project No. 13311, pursuant to SOQ 14-025, as amended by document dated October 22, 2019, (hereinafter “Amendment”); and

WHEREAS, the parties desire to further amend the Agreement for additional professional engineering services to be provided and increase the total Maximum Compensation available to perform the services.

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

1. County shall pay Contractor an additional sixty-six thousand six hundred fifty dollars and no/100 (\$66,650.00) to render additional Services to County as described in the proposal dated December 12, 2019, attached as Exhibit “A” hereto and incorporated herein for all purposes; and
2. The Maximum Compensation payable to Contractor for all Services rendered under the Agreement and this Amendment is hereby increased to an amount not to exceed three hundred thirty-seven thousand seven hundred sixty-six dollars and no/100 (\$337,766.00), authorized as follows:
  - \$175,006.00 under the Agreement;
  - \$96,110.00 under the Amendment; and
  - \$66,650.00 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 written amendment executed by the parties.

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

FORT BEND COUNTY

PARADIGM CONSULTANTS, INC

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

J. Ray Meyer  
\_\_\_\_\_  
Authorized Agent – Printed Name


ATTEST:

V.P.  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

1/29/20  
\_\_\_\_\_  
Date

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

# EXHIBIT A

December 12, 2019

Fort Bend County Engineering Department  
C/O Mr. Huy Ton with AECOM  
19219 Katy Freeway, Suite 100  
Houston, TX 77094-1009

**Cost Overrun Explanation Letter for  
Fort Bend County Mobility Bond Project #13311, Precinct 3  
Gaston Road from Katy Flewellen Road to Greenbusch Road  
Katy, Texas 77494**



**Paradigm  
Consultants, Inc.**

9980 W. Sam Houston Pkwy S.  
Suite 500  
Houston, Texas 77099

Tel: 713-686-6771  
Fax: 713-686-6795  
*paradigmconsultants.com*  
TBPE Reg. No. F-001478

Mr. Ton:

Paradigm Consultants, Inc. has been asked to provide explanation of the cost overrun for the Gaston Road project. This is the second additional funds request that Paradigm has made for this project. Listed below are reasons the budget was exceeded a second time:

- We estimated zero overtime charges when developing our original additional funds request. From June 2019 to November 2019 we have invoiced a total of \$31,922.01 in overtime charges. There were no overtime charges estimated in the first additional funds request.
- In our previous additional funds request we anticipated work being complete on this project in mid-October 2019. The estimated work completion date has been extended twice since that estimation was given.
- There have been numerous instances of our tech being on standby for testing during this same time period.
- From June 2019 to November 2019 there have been a total of 5 cancellation trips due to weather, rescheduling, etc. where we were not notified prior to arriving on site, resulting in a cancellation charge of approximately \$500 per trip.

We used the following assumptions when developing the second Additional Funds Request, totaling \$66,650:

- We based our estimations on 100 working days to complete the project (October 2019 through January 2020).
- We estimated approximately half of our remaining work to be earthwork and the other half to be concrete sampling, along with the additional PM hours.

**Closing**

If there is any additional information needed to resolve this matter please feel free to contact me.

Sincerely,

**Paradigm Consultants, Inc.**

A handwritten signature in blue ink that reads "Phillip Nowak". The signature is fluid and cursive, with the first name being more prominent.

Phillip Nowak, CET  
Senior Project Manager