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SOQ 09-072

THIS 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 IDCUS, (formerly known as IDC, Inc., hereinafter “Engineer” or “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Professional Engineering Services Agreement on January 26, 2010 (hereinafter "Agreement") for preliminary planning activities for park and ride facilities located in Fort Bend County, Texas; and

WHEREAS, the parties executed Work Authorization No. 3 and Work Authorization No. 4 on or about September 24, 2013, and as amended on or about March 25, 2014, November 24, 2014, November 28, 2017, March 20, 2018, and December 15, 2020, incorporated herein by reference; and

WHEREAS, the parties desire to add additional services for Work Authorizations No. 3 and No. 4 and increase the Maximum Compensation for Services performed;

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein;

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

1. The engineering services generally described as planning and design work to be performed by Engineer in Work Authorization No. 3 and Work Authorization No. 4, shall be modified to include additional services for storm sewer drainage design and detention pond design to Atlas-14 standards as reflected in the "Additional Scope of Work and Cost Sheet", attached hereto as Exhibit A and made a part of this Amendment No. 6.
2. The Maximum Compensation for Services for Work Authorization No. 3 and Work Authorization No. 4 shall be increased by an additional amount of thirty-seven thousand, three hundred and forty-two dollars and no/100 (\$37,342.00) bringing the total maximum compensation for Services for Work Authorizations No. 3 and No. 4 to five hundred twenty five thousand, seven hundred eighty four dollars and 28/100 (\$525,784.28).

3. Human Trafficking. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of the Agreement. If there is a conflict between this Fifth Amendment and the Agreement for Professional Services, the provisions of this Fifth Amendment shall prevail with regard to the conflict.

FORT BEND COUNTY

IDCUS, INC.

KP George, County Judge

Larry Janak, Principal

Date

5/20/2021

Date

ATTEST:

Laura Richard, County Clerk

Reviewed by:

Perri D'Armond, Public Transportation Director

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

Additional Scope of Work
& Cost Sheet



April 29, 2021

Ms. Perri D'Armond
Director, Public Transportation
Fort Bend County
Public Transportation Department
12550 Emily Court, Suite 400
Sugarland, Texas 77478

Re: Westpark Park & Ride Updating Drainage System & Civil Design

Dear Ms. D'Armond:

IDCUS is submitting for your review and authorization the cost proposal for the above referenced project. This work is necessary to bring the storm sewer drainage design and detention pond design to Atlas-14 standard. The proposed detailed scope of services and fee schedule are attached.

The total cost of above proposed work is **\$37,342**.

Please contact me to discuss any comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry F. Janak".

Larry F. Janak, P.E.
Project Manager

Cc:

**SCOPE OF SERVICE
WESTPARK P&R
UPDATING DRAINAGE SYSTEM & CIVIL DESIGN
04/09/2021**

General Scope of the Project

The work to be performed by the Engineer under this WA modification consists of providing design services for revising the layout for the detention pond of proposed Westpark Park and Ride facilities on Fort Bend County's property, described in F.B.C.C.F No. 972666, located within the 1980 block along the north ROW of FM 1093, approximately 1.0 mile east of Mason Road.

These revisions are necessary to incorporate the increase in storm sewer runoff generating from Atlas-14 drainage design.

PARK & RIDE REVISIONS

I Civil Design

- A. Revise Site Coordinates Layout sheet.
- B. Revise Site Coordinates and Elevation Table sheet.
- C. Revise Demo & Site Preparation Plan sheet.
- D. Revise Site Layout Paving & Utility Plan sheet.
- E. Revise Joint Layout Plan sheet.

II Drainage Design

- A. Revise 2-year Storm Drainage Area Map sheet.
- B. Revise Storm Sewer and Contour Layout sheet (Including designing and modeling of detention pond).
- C. Revise Storm Sewer Laterals sheet.
- D. Update Winstorm Output 2 Year sheet.
- E. Review and revise storm sewer profiles.
- F. Revise Site and Detention Pond Cross Sections Sheet.
- G. Prepare a letter drainage memo of the detention pond calculations.
 - a. Review existing drainage plans and analysis.
 - b. Analyze detention requirement following Atlas 14 rainfall data.
 - c. Prepare exhibits, tables to include with memo. The memo will be signed by a licensed professional engineer.
 - d. Submit to TxDOT for review and comments.

III Utility Design – No Change

IV Signing and Striping (Included in WA No. 4)

- A. Revise Pavement Marking and Signs sheet.

- V Miscellaneous Design**
- A. Title sheet and Index – No Change
 - B. Prepare Quantities and Construction Estimate – Update quantity and construction estimate.
 - C. Prepare Specifications and General Notes – No Change
 - D. Update EPIC sheets.
 - E. Revise SW3P Drawings to incorporate changes.
 - F. Coordinate with TDLR – No Change.
 - G. Prepare Project & Construction Schedule – No Change
 - H. Prepare Project Manual – No Change
 - I. Assemble PS&E package for review.
- VI Parking Area Illumination (Included in WA No. 4)**
- A. Revise Westpark Park & Ride Illumination sheet.
 - B. Revise Westpark Park & Ride Photometric Layout sheet.
- VII Landscaping and Irrigation (Included in WA No. 4)**
- A. Revise Overall Plan sheet.
 - B. Revise Irrigation Plan sheet.
 - C. Revise Planting Plan sheet.
- VIII Architectural and Structural Design**
- A. Update Bus Loading Site Plan sheet & Electrical Design Revisions.
- IX Geotechnical Investigations – No Changes**

**WESTPARK PARK AND RIDE
DRAINAGE SYSTEM AND CIVIL DESIGN UPDATES**

IDCUS - FEE SUMMARY

2.1.2	Project Management / Admin / Drainage & Civil Design Updates	\$ 30,252.00
ODE	Overhead Direct Expenses	\$ 440.00
TOTAL IDCUS FEE		\$ 30,692.00

***PGAL - FEE SUMMARY**

2.1.3	Updating Bus Loading Site Plan Sheet & Electrical Revisions	\$2,150.00
TOTAL PGAL FEE		\$ 2,150.00

***TEI - FEE SUMMARY**

2.1.4	Updating Parking Area Illumination Sheets	\$2,500.00
TOTAL TEI FEE		\$ 2,500.00

***CLARK CONDON - FEE SUMMARY**

2.1.5	Updating Parking Area Landscaping & Irrigation Sheets	\$2,000.00
TOTAL HVJ FEE		\$ 2,000.00

*See attached subconsultants proposals.

TOTAL COST - WESTPARK PARK & RIDE

\$37,342.00

**WESTPARK PARK AND RIDE
DRAINAGE SYSTEM AND CIVIL DESIGN UPDATES**



BASIC DESIGN SERVICES

RAW SALARY (3.0 Multiplier)	Task	Hourly Rate	\$78.00	\$74.00	\$72.00	\$67.00	\$49.00	\$34.00	\$26.00	TOTALS					
		Loaded Rate	\$234.00	\$222.00	\$216.00	\$171.00	\$147.00	\$102.00	\$78.00						
		Project Manager		Quality Manager		Senior Engineer		Project Engineer		Senior Designer		CADD		Clerical	
2.1.2	DRAINAGE SYSTEM UPDATES	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
	A General Project Management / Admin														
	1. Project Management	2	\$468.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	2. Invoice & Progress Report	1	\$234.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	8	\$624.00
	3. Project Meeting (1)	2	\$468.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	4. Sub-Consultant Coordination	4	\$936.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$312.00
	B Updating Civil Plan Set														
	I - Civil Design														
	Revise Site Coordinates Layout sheet.	0.5	\$117.00	0.5	\$111.00			2	\$342.00	1	\$147.00	4	\$408.00		\$8
	Revise Site Coordinates and Elevation Table sheet.	0.5	\$117.00	0.5	\$111.00			2	\$342.00	1	\$147.00	4	\$408.00		\$8
	Revise Demo & Site Preparation Plan sheet.		\$0.00		\$0.00		0.5	\$85.50	0.5	\$73.50	3	\$306.00		4	\$465.00
	Revise Site Layout Paving & Utility Plan sheet.		\$0.00		\$0.00		0.5	\$85.50	0.5	\$73.50	3	\$306.00		4	\$465.00
	Revise Joint Layout Plan sheet.		\$0.00		\$0.00		0.5	\$85.50	0.5	\$73.50	3	\$306.00		4	\$465.00
	II - Drainage Design														
	Revise 2-year Storm Drainage Area Map sheet.	0.5	\$117.00	0.5	\$111.00		1	\$171.00	2	\$294.00	4	\$408.00		8	\$1,101.00
	Revise Storm Sewer and Contour Layout sheet (Including designing and modeling of detention pond)	0.5	\$117.00	0.5	\$111.00		1	\$171.00	2	\$294.00	8	\$816.00		12	\$1,509.00
	Update Winstorm Output 2-Year Sheet	0.5	\$117.00	0.5	\$111.00		1	\$171.00	1	\$147.00	2	\$204.00		5	\$750.00
	Review and revise storm sewer profiles	0.5	\$117.00	0.5	\$111.00		1	\$171.00	1	\$147.00	3	\$306.00		6	\$852.00
	Revise Storm Sewer Laterals sheet.	0.5	\$117.00	0.5	\$111.00		1	\$171.00	1	\$147.00	3	\$306.00		6	\$852.00
	Revise Site and Detention Pond Cross Sections Sheet	0.5	\$117.00	0.5	\$111.00		1	\$171.00	1	\$147.00	5	\$510.00		8	\$1,056.00
	Prepare a signed and sealed letter drainage memo (Including analyzing detention pond requirement, preparation of exhibits and tables, submit to TxDOT for review & comments)	4	\$936.00	2	\$444.00	40	\$8,640.00	8	\$1,368.00	4	\$588.00	8	\$816.00	66	\$12,792.00
	IV - Signing and Striping														
	Revise pavement marking and signs sheet.		\$0.00		\$0.00		0.5	\$85.50	0.5	\$73.50	2	\$204.00		3	\$363.00
	V - Miscellaneous Design														
	Update Quantity and Construction Cost Estimate	0.5	\$117.00	0.5	\$111.00		2	\$342.00	6	\$882.00		\$0.00		9	\$1,452.00
	Update EPIC sheets.	0.5	\$117.00	0.5	\$111.00		1	\$171.00	1	\$147.00	4	\$408.00		7	\$954.00
	Revise SW3P sheets.	0.5	\$117.00	0.5	\$111.00		1	\$171.00	1	\$147.00	4	\$408.00		7	\$954.00
	Assemble PS&E package for review	0.5	\$117.00	0.5	\$111.00				2	\$294.00	4	\$408.00		7	\$930.00
	Total Hours/Cost	19	\$4,446.00	8	\$1,776.00	40	\$8,640.00	24	\$4,104.00	26	\$3,822.00	64	\$6,528.00	12	\$936.00
														193	\$30,252.00

DIRECT EXPENSES

Copies B/W (8 1/2" X 11")	Each	\$ 0.10	100	\$ 10.00
Copies Color (8 1/2" X 11")	Each	\$ 0.70	100	\$ 70.00
Copies B/W (11" X 17")	Each	\$ 0.20	240	\$ 48.00
Copies Color (11" X 17")	Each	\$ 1.50	164	\$ 246.00
22"X34" Mylar	Each	\$ 4.00	0	\$ -
Vehicle Mileage	Mile	\$ 0.550	120	\$ 66.00
Courier Services	Each	\$ 25.00	0	\$ -
Other Direct Expenses Sub-Total (Reimbursables)				\$ 440.00

IDCUS - FEE SUMMARY

2.1.2 Drainage & Detention Pond Design Update Due to Atlas 14	\$ 30,252.00
Direct Expenses	\$ 440.00
TOTAL IDCUS FEE	\$ 30,692.00



March 19, 2021

Mr. Larry F. Janak, P.E.
IDCUS
15915 Katy Fwy, Ste. 300
Houston, Texas 77094

Ref: Westpark Park & Ride Facility – Additional Fee Proposal
PGAL Project No. R1000730

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

Dear Larry:

PGAL is pleased to provide this proposal for additional Architectural and MEP services to update plans based on Civil site revisions and required electrical code update revisions.

The following is a summary of proposed costs by task:

Architectural plan revisions	\$500.00
Electrical design revisions (+ 10% sub mu)	<u>\$1,650.00</u>
TOTAL	\$2,150.00

Please call me if you have any questions or comments.

Very truly yours,

A handwritten signature in black ink, appearing to read "Georgi", with a stylized flourish extending from the end.

Costas Georghiou, P.E.
Principal

Cc: Hung Nguyen, P.E. / IDCUS
file 1000730

Attachments: DBR Subconsultant proposal

ACCEPTED BY:

IDCUS

Printed Name & Title:

Larry Janak, PE

Signature:



Date:

5/18/2021



SERVICE | QUALITY | INTEGRITY | SUSTAINABILITY

9990 Richmond Avenue
South Building, Suite 300
Houston, TX 77042
v 713.914.088

Extra Services

DATE

3/19/21

PROJECT NUMBER:

180168.000

PROJECT NAME:

Fort Bend County Park and Ride – Bus Loading Center
Redesign and Code update

CLIENT:

PGAL

CLIENT CONTACT:

William Pace

Contract Fee:

☒ Fixed Fee \$1,500.00

Expenses:

☒ Included in Fee

The charges for extra services as indicated on this document are based on our understanding of the work described herein. If our understanding of the scope of work is not accurate, please advise immediately. All work shall be performed in accordance with our original contract for this project.

Description of Extra Services:

- Review of MEP design elements for changes in code compliance and any design changes associated with the Bus loading center and site development.
- Updated coordination with power company for service to site based on load changes

Reason for Extra Services:

- Design being on hold for 2 years for the bus loading center, and changes to code.

Authorized (DBR) By: 

William Meister

3/19/21

Date

Costas Georghiou

Digitally signed by Costas Georghiou
DN: cn=US, E=cgeorgiou@pgal.com,
o=PGAL, Inc., CN=Costas Georghiou
Date: 2021.05.18 14:12:15-05'00'

Approved (Client) By: _____

5/18/2021

Please sign, date and return to DBR.

Date

TRAFFIC ENGINEERS, INC.

INNOVATIVE TRANSPORTATION SOLUTIONS

801 Congress
Suite 325
Houston, TX 77002

Voice (713) 270-8145
Fax (281) 809-0807
www.trafficengineers.com

Texas Registration Number F-003158

March 23, 2021

Hung Nguyen PE
Project Manager
IDCUS
15915 Katy Freeway, Suite 300
Houston, Texas 77094

Dear Mr. Nguyen:

Re: Proposal for Design Revisions to Fort Bend Westpark Park and Ride

The purpose of this letter proposal is to outline our scope of services and fee to update the design plans prepared by TEI at the Westpark Park and Ride. These design revisions are needed due to revisions to the detention pond which will cause revisions to the Illumination Design elements.

Scope of Services

Tasks:

- Review the updated site plan
- Revise the Illumination Layout to account for the updated site plan
- Revise the Photometric Layout to account for the updated site plan

Compensation and Schedule

Based on our estimate of hours required to complete this project, compensation of \$2,500 is proposed on a lump sum basis.

TEI will comply with the schedule as determined by IDCUS provided a minimum of two weeks from NTP to submittal is provided.

Please contact me at me (281) 606-0269, if you have any questions or comments.

Sincerely,



Bradley G. Eaves, PE PTOE
Principal

Accepted by:



Signature

Date 5/18/2021

CLARK CONDON

March 18, 2021
Revised April 16, 2021
Revised April 20, 2021

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025
phone 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

Hung Nguyen
IDCUS
15915 Katy Freeway, Suite 300
Houston, Texas 77094

Re: Fort Bend Westpark Park & Ride

Dear Hung,

We are pleased to provide this proposal for landscape architectural design associated with the proposed Westpark Park & Ride located in Fort Bend County. For the purposes of this proposal, you will be referred to as the Client, and Clark Condon Associates, Inc. as the Landscape Architect.

SCOPE OF WORK –

Revise construction documents issued May of 2018 to include the revised detention pond layout. Modifications will include updates to the Overall Plan, Planting Plan, and Irrigation Plan.

FEE - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

Revised Construction Documents	\$2,000.00
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ADDITIONAL SERVICES – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal shall be submitted to the Client or Owner for approval prior to the start of any out of scope work.

HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates shall be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

EXCLUSIONS TO THE CONTRACT

1. Existing site engineering and utility base information
2. Graphics
3. Record Drawings
4. Bidding
5. Construction Phase Services

landscape architecture

CLARK CONDON

BILLING - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

STANDARD OF CARE – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

OWNERSHIP OF DOCUMENTS – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the “Design Materials”). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

INDEMNIFICATION – Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney’s fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ASSIGNMENT – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

GOVERNING LAW – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

JURISDICTION – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners
P.O. Box 12337, Austin, TX 78711-2337
Phone (512) 305-9000, Fax (512) 305-8900

TERMINATION - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days notice if any amount billed to Client is sixty days past due.

WAIVER OF SUBROGATION – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

DISPUTE RESOLUTION - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other, and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Harris County, Texas.

CLARK CONDON

WAIVER OF CONSEQUENTIAL DAMAGES – The Landscape Architect and Client waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

LIMITATION OF LIABILITY – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its subconsultants, to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from any cause or causes, so that the total aggregate liability of the Landscape Architect, and its subconsultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability and breach of warranty.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Sheila M. Condon FASLA
President/Landscape Architect

APPROVED:  DATE: 5/18/2021