

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES  
FOR DRAINAGE ASSISTANCE BETWEEN FORT BEND COUNTY DRAINAGE  
DISTRICT AND FREESE AND NICHOLS, INC.**

**THIS FIRST AMENDMENT** is made and entered into by and between **Fort Bend County Drainage District**, (hereinafter "District"), a body corporate and politic under the laws of the State of Texas, and **Freese and Nichols, Inc.**, (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WHEREAS, on or about November 17, 2021, the Parties entered into *Agreement for Consulting Services for Drainage Review Assistance Between Fort Bend County Drainage District and Freese and Nichols, Inc.*, (hereinafter "Agreement"), which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to extend the Time of Performance and increase the Total Maximum Compensation under the Agreement for the completion of such additional services to be provided thereunder;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree:

1. County shall pay Contractor an additional forty thousand and 0/100 dollars (\$40,000.00) to continue providing Services under the terms and conditions of the Agreement.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred thousand and 0/100 dollars (\$90,000.00), authorized as follows:  
      \$50,000.00 under the Agreement; and  
      \$40,000.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. The parties agree the terms and conditions of the Agreement have remained in effect to date and are hereby extended to end no later than September 30, 2022.

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

FORT BEND COUNTY

FRESE AND NICHOLS, INC.

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

  
\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Hector E. Olmos  
Authorized Agent- Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal - Vice President

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
06/03/2022

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

\_\_\_\_\_  
Date

APPROVED:



\_\_\_\_\_  
Mark Vogler, P.E., Chief Engineer

**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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**Attachment A**  
**Scope of Work**  
**Drainage Review Assistance Services**

Freese and Nichols, Inc. (FNI) (Consultant) will provide assistance in review of drainage report submittals for Fort Bend County Drainage District (District).

**TASK 1. MANAGEMENT.**

Consultant will manage the work outlined in this scope to help facilitate the efficient use of Consultant's and District's time and resources. Consultant will manage change, communicate, coordinate internally and externally as needed, and address issues with the District's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct team activities
- Establish quality control practices in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- The Consultant will maintain a log of all drainage reviews in a manner approved by the District's Project Manager. The log will include project name and number, dates of receipt of reports, review costs, name of review engineer, date of completion of review, and status of review.
- At the request of the District's Project Manager, the Consultant will attend meetings with the Developer and Developer Engineer to discuss comments. The Consultant will not discuss review comments or meet with Developers or Design Engineers concerning the review project outside of District meetings unless requested by District Staff.
- Prepare invoices, in accordance with **Attachment B** to this Standard Agreement and submit monthly in the format requested by the District.

**DELIVERABLES**

- A. Drainage Review Logs
- B. Digital copies of all correspondence with Applicants.
- C. Monthly invoices.
- D. Monthly progress reports.

## **TASK 2. TASK ORDER IMPLEMENTATION**

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### **2.1 Initiate Task Order Request**

The District Project Manager (or designated representative), will provide Consultant with digital copies of all submitted materials. The District will specifically request the type of review needed. The files will include the information submitted to the District such as completed checklists, plans, computations, reports, and computer models. The District Project Manager should also provide additional background information needed by the Consultant such as existence of known downstream drainage problems and flooding.

### **2.2 Initial Review**

Drainage reports and applicable models will be reviewed for conformance with current Drainage Criteria Manual for Fort Bend County. Comments will be summarized in a transmittal letter. The Consultant will be available to discuss comments with the District Project Manager as needed. The District Project Manager will be responsible for providing comments to the Developer and Design Engineer. Initial reviews shall be completed within 14 calendar days of notification from District Project Manager.

### **2.5 Subsequent Review**

Up to one (1) additional review of revised drainage reports and models will be performed by the Consultant, additional reviews are not included in this contract. The review will be completed within 14 calendar days of notice of resubmittal.

If initial comments issued during the initial review have been addressed in the subsequent submittal, Consultant will prepare a letter notifying the District Project Manager that the submittal complies with current drainage criteria for Fort Bend County.

If initial comments are not fully addressed in the subsequent submittal, comments will be issued in the same manner as for initial reviews.

Any cost associated with the technical consultant's review and/or meetings, pertaining to the development drainage report, in excess of the first two (2) will be responsibility of the development engineer.

**Attachment B  
Compensation  
Drainage Review Assistance Services  
Times and Materials with Rate Schedule Project**

Consultant will be compensated for performing services enumerated in **Attachment A** as follows:

<b>Position</b>	<b>Maximum Hourly Rate</b>
PRINCIPAL	\$300.00
GROUP MANAGER	\$285.00
LEAD TECHNICAL PROFESSIONAL	\$260.00
ENGINEERING TASK LEADER	\$185.00
ENGINEER VIII	\$276.00
ENGINEER VII	\$264.00
ENGINEER VI	\$238.00
ENGINEER V	\$200.00
ENGINEER IV	\$162.00
ENGINEER III	\$140.00
ENGINEER II	\$130.00
ENGINEER I	\$115.00
HYDROLOGIST III	\$132.00
HYDROLOGIST IV	\$144.00
CADD DESIGNER	\$151.00
TECHNICIAN IV	\$122.00
TECHNICIAN III	\$102.00
TECHNICIAN II	\$ 84.00
TECHNICIAN I	\$ 70.00
GIS ANALYST VI	\$165.00
GIS ANALYST V	\$138.00
GIS ANALYST IV	\$125.00
GIS ANALYST III	\$114.00
GIS ANALYST II	\$ 85.00
GIS ANALYST I	\$ 72.00
ENVIRONMENTAL SCIENTIST VIII	\$246.00
ENVIRONMENTAL SCIENTIST VII	\$235.00
ENVIRONMENTAL SCIENTIST VI	\$192.00
ENVIRONMENTAL SCIENTIST V	\$167.00
ENVIRONMENTAL SCIENTIST IV	\$140.00
ENVIRONMENTAL SCIENTIST III	\$109.00
ENVIRONMENTAL SCIENTIST II	\$ 92.00
ENVIRONMENTAL SCIENTIST I	\$ 77.00
REGISTERED PROFESSIONAL LAND SURVEYOR	\$210.00
SURVEY TECHNICIAN	\$110.00
SURVEY CADD	\$90.00
3-MAN SURVEY CREW	\$250.00
ADMINISTRATIVE ASSISTANT/CLERICAL SUPPORT	\$ 79.00
OPERATIONS ANALYST/ACCOUNTING SPECIALIST	\$125.00
PROJECT CONTROL SPECIALIST II / CONTRACT ADMIN	\$ 99.00
CO-OP/INTERN	\$ 60.00

1. Personnel Time: Personnel time shall be compensated based upon hours worked directly in performing the Project multiplied by the appropriate labor rate for the Consultant's team member performing the work. Labor rate as presented in the rate schedule table is the rate for each labor category performing the work and includes all direct salaries, overhead, and profit.
2. Hourly rate will be adjusted annually from the date of the executed contract.
3. It is expressly understood that the Consultant shall neither seek reimbursement nor will the Owner be obligated to pay or reimburse Consultant for normal business expenses related to the project. Normal business expenses include, but are not limited to mileage, mail, supplies, printing and reproduction services, other direct expenses associated with delivery of the work; plus applicable taxes.