

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
(Halff Associates, Inc. – FY 2023)

THIS AMENDMENT (Amendment), is made and entered into by and between Fort Bend County Drainage District, ("District"), a body corporate and politic under the laws of the State of Texas, and Halff Associates, Inc., ("Consultant"), a Texas corporation. District and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties previously executed and accepted that certain Agreement for Consulting Services on or about February 6, 2023, (the "Agreement"), incorporated fully by reference for all purposes, for Consultant to render services to District as defined in Consultant's Scope of Work (the "Services"); and

WHEREAS, District has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and District and Consultant have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Consultant represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties desire to amend the Agreement to increase the Maximum Compensation payable to the Consultant under the Agreement; and

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

1. The District shall pay Consultant an additional amount not to exceed Eighty-Five Thousand dollars and no/100 (\$85,000.00) for additional fees to perform additional Services.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed One Hundred Thirty-Five Thousand dollars and no/100 (\$135,000.00), authorized as follows:
 \$50,000.00 under the Agreement; and
 \$85,000.00 under this Amendment.
3. In no case shall the amount paid by the District for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the Parties.

4. BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE DISTRICT IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO DISTRICT FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final Party.

FORT BEND COUNTY DRAINAGE DISTRICT

HALFF ASSOCIATES, INC.

KP George, County Judge

C. Andrew Moore
Authorized Agent - Signature

Date

C. Andrew Moore
Authorized Agent - Printed Name

ATTEST:

Water Resources Team Leader
Title

Laura Richard, County Clerk

5/30/2023
Date

APPROVED:

Mark Vogler
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 Drainage District under this contract.

Robert Ed Sturdivant, County Auditor



Attachment A
Scope of Work
Drainage Review Assistance Services

Halff Associates, Inc. (Consultant) will provide assistance in review of drainage reports 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 Communicating 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 (virtual or in-person) with the Developer and Developer's Engineer to discuss comments. The Consultant will not discuss review comments or meet with Developers or Developer's Engineers concerning the review project outside of the District meetings unless requested by District Staff.
- The Consultant will 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

2.1 Initiate Task Order Request

The District's 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's Project Manager should also provide additional background information needed by the Consultant such as the existence of known downstream drainage problems and flooding.

2.2 Initial Review

Drainage reports and applicable models will be reviewed for conformance with the most 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's Project Manager as needed. The District's 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's Project Manager.

2.3 Subsequent Review

Up to one additional review of revised drainage reports and models will be performed by the Consultant. Any other additional reviews are not included in this contract. The review will be completed within 14 calendar days of notice of re-submittal.

If initial comments issued during the initial review have been addressed in the subsequent submittal, Consultant will prepare a letter notifying District's 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, the District will be notified accordingly. The Consultant will coordinate any other additional reviews with the District in accordance with Task 2.2.



**Attachment B
Compensation
Drainage Review Assistance Services**

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

MAXIMUM RATE SCHEDULE

<u>Position</u>	<u>Maximum Hourly Rate</u>
Principal-in-Charge	\$330.00
Project Manager	\$220.00
Senior Project Manager	\$280.00
QA/QC Manager	\$240.00
Project Engineer	\$175.00
Senior Engineer-in-Training	\$140.00
Graduate Engineer (EIT)	\$125.00
Senior GIS Analyst	\$165.00
GIS Analyst	\$110.00
CADD Manager	\$155.00
CADD Technician	\$120.00
Administrative /Clerical Support	\$95.00