

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST 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 CivilTech Engineering, Inc., (hereinafter “Consultant”), 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 June 22, 2021 pursuant to SOQ 14-025, (hereinafter “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to allow Consultant to provide additional Services under the Agreement, and to increase the Maximum Compensation amount.

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

1. County shall pay Consultant an additional amount not to exceed twelve thousand five hundred three dollars and 60/100 (\$12,503.60) to perform the additional Services, as described in Consultant’s proposal dated September 6, 2023, attached hereto as Exhibit “A-1” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed five hundred thirty thousand nine hundred one dollars and 60/100 (\$530,901.60), authorized as follows:
 \$ 518,398.00 under the Agreement; and
 \$ 12,503.60 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 an agreement executed by the parties.
4. BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE 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.

- 5. Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in §809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in §2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in §2274.001(6) and (7) of the Texas Government Code.
6. Recitals. The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
7. Except as provided herein, the parties agree that all terms and conditions of the Agreement shall remain unchanged.

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

CIVILTECH ENGINEERING, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Sam Talje, PE

Authorized Agent – Printed Name

ATTEST:

Vice President

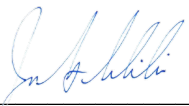
Title

Laura Richard, County Clerk

11/17/2023

Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO FORM:



LaNetra S. Lary, Assistant County Attorney
Chief, General Counsel Division

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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EXHIBIT A-1



September 6, 2023

Mr. Kevin Mineo, P.E.
Sr. Project Manager
Binkley & Barfield Consulting Engineers
1710 Seamist Drive
Houston, TX 77008

Re: Professional Engineering Services Proposal – Additional Survey

Koeblen Road – Segment 3
Ft. Bend County, Precinct 4

Mr. Mineo,

We are pleased to submit the following proposal to provide Additional Surveying Services to supplement the design of Koeblen Road Segment 3 from FM 2218 to the City of Rosenberg City Limits, Precinct 4.

Attached are the proposed scope of services and level of effort (Sub-consultant).

Please review the attached documents and let us know if you have any comments, questions, or require any additional information. We look forward to continuing to work with you and Ft. Bend County.

Respectfully,
WOOLPERT, INC.

Paul M. Baxter, P.E.
Vice President - Transportation



SCOPE OF SERVICES

Koeblen Road Segment 3 – from FM 2218 to the City of Rosenberg City Limits

Woolpert, Inc. (Formerly CivilTech Engineering, Inc.)(Woolpert) as the lead Design Consultant, will be responsible for the overall project management, technical accuracy and design schedule. Mr. Paul M. Baxter, PE will serve as the Project Manager and will be County's and/or its Project Manager's primary contact through completion of the identified scope of services.

ADDITIONAL SURVEYING SERVICES

LAND SURVEYING SERVICES

Woolpert will gain necessary rights of entry (ROE) from the private landowners using request letters that are approved by the County and/or its Project Manager.

Topographic Survey for approximately 28 acres

This survey will be performed in accordance with the Manual of Practice for Land Surveying in Texas for a Category 6, Condition II Urban Topographic Survey Plat. The project area is marked on the attached exhibit and will be defined as:

- All of Fort Bend County CAD tracts R41560, R130794, R282128 and portions of R131141, R170216, R170195, and R170190

The topographic survey deliverable will be provided in a digital CAD file (plan view only) at a scale suitable to the engineer for design purposes and will be limited to the following:

- 100-foot cross-sections from centerline Koeblen road to edge of limits
- Tie all visible grade breaks within project limits
- Show contours at 1-foot intervals
- Utility flowlines will be tied where physically accessible
- Locate trees over 6" and the perimeter of existing heavily brushed areas
- Tie environmental and geotechnical marks/locations. Location exhibit to be provided by client
- Tie location of structures within project limits

Prime Provider: Woolpert, Inc.
Sub-Provider: KCI TECHNOLOGIES, INC.
Project: Koeblen Road Segment 3

TASK DESCRIPTION	PROJECT MANAGER	RPLS - TASK LEADER	SURVEYOR-IN- TRAINING	SURVEY TECH	SUE MANAGING ENGINEER	PROJECT ENGINEER	SUE MANAGER	CADD OPERATOR	SUE ENGINEER IN TRAINING	JUNIOR CADD OPERATOR	ADMIN/CLERIC AL	SCANNING TECHNICIAN	MODEL TECHNICIAN	CERTIFIED PHOTOGRAMM ETRIST	ABTRACTOR	TOTAL LABOR HR
Abstracting and Document of Existing Boundaries	1	8	24					24							2	59
HOURS SUB-TOTALS	1	8	24	0	0	0	0	24	0	0	0	0	0	0	2	59
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$250.00	\$200.00	\$130.00	\$110.00	\$206.97	\$125.00	\$150.00	\$95.00	\$100.00	\$75.00	\$60.00	\$150.00	\$130.00	\$250.00	\$75.00	
TOTAL LABOR COSTS	\$250.00	\$1,600.00	\$3,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$7,400.00
% DISTRIBUTION OF STAFFING	3.38%	21.62%	42.16%	0.00%	0.00%	0.00%	0.00%	30.81%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.03%	32.84%
UNIT COST PAYMENT BASIS																
SERVICES TO BE PROVIDED	UNIT	QUANTITY	RATE	COST												
Topographic Survey - 2 - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included.)	hour	24	\$180.00	\$4320.00												
			Total Cost	\$4,320.00												

OTHER DIRECT EXPENSES					
RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS					
SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST	QUANTITY	COST
Lodging/Hotel - Taxes and Fees	day/person		\$30.00		
Lodging/Hotel (Taxes/fees not included)	day/person		\$96.00		
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person		\$50.00		
Mileage	mile	\$0.580		75	\$43.50
Rental Car Fuel	day		\$25.00		
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$150.00		
Rental Car Fuel	gallon		\$4.00		
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$75.00		
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		\$600.00		
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$500.00		
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person		\$700.00		
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person		\$600.00		
Oversize, special handling or extra baggage airline fees	each		\$80.00		
Taxi/Cab fare	each/person		\$40.00		
Parking	day		\$20.00		
Toll Charges	each		\$10.00		
Certified Letter Return Receipt	each	\$6.00			
Overnight Mail - letter size	each		\$25.00		
Overnight Mail - oversized box	each		\$45.00		
Courier Services	each		\$38.00		
Photocopies B/W (11" X 17")	each	\$0.20		3	\$0.60
Photocopies B/W (8 1/2" X 11")	Each	\$0.10			
Photocopies Color (11" X 17")	each	\$1.50		3	\$4.50
Photocopies Color (8 1/2" X 11")	each		\$1.00		
Digital Ortho Plotting	sheet		\$3.25		
Plots (B/W on Bond)	per sq. ft.		\$0.70		
Plots (Color on Bond)	per sq. ft.	\$1.80			
Plots (Color on Photographic Paper)	per sq. ft.	\$1.50			
Color Graphics on Foam Board	square foot	\$10.00			
Presentation Boards 30" X 40" Color Mounted	each		\$100.00		
Report Printing	each		\$50.00		
Report Binding and tabbing	each		\$12.00		
Notebooks	each		\$8.00		
Reproduction of CD/DVD	each		\$5.00		
CDs	each	\$2.00			
4" X 6" Digital Color Print	picture	\$0.50			
Tx Parks & Wildlife Data Request Fees	each		\$65.00		
Hazardous Materials Database Search	per search		\$550.00		
Noise Meter Rental	per project		\$450.00		
Environmental Database Search	mile		\$200.00		
Environmental Database Search	per project		\$1000.00		
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day		\$45.00	3	\$135.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	\$1800.00			
Newspaper Advertisement	per publication		\$3500.00		
Court Reporter	page		\$10.00		
Court Reporter (Public Meetings, Hearings & Transcription)	day		\$600.00		
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	\$650.00			
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour		\$100.00		
Custodian for Public Involvement	hour/custodian		\$50.00		
Sound Technician for Public Involvement	event		\$350.00		
Public Involvement Facility Rental (estimate)	4 hours		\$400.00		
Public involvement Facility Rental (estimate)	8 hours		\$1500.00		
Public Involvement Facility Rental (estimate)	hour		\$150.00		
Public Involvement Facility Rental	event		\$1500.00		
Audio - Equipment Rental	each		\$400.00		
Audio - Visual Equipment Rental	event		\$700.00		
Public Notices - Mass Mailing (500 pieces)	per mailing		\$500.00		
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing		\$800.00		
Electronic Message Signs	day		\$200.00		
Website URL Rental	year	\$45.00			
Law Enforcement/Uniform Officer (including vehicle)	Hour		\$75.00		
Backhoe Rental	day		\$1400.00		
GPS RTK (rates applied to actual time GPS units are in use)	hour	\$25.00		24	\$600.00
Survey Grade Terrestrial scanner	day	\$1,500.00			
Map Records	sheet		\$6.00		
Historical Aerial Images	unit		\$150.00		
Aerial Photographs (1" = 500' scale)	each		\$100.00		
Reprographics	per sq. ft.		\$5.00		
			Total Cost	\$783.60	

SUMMARY COST	
TOTAL LABOR COSTS (Specified Rate)	\$7,400.00
NON-SALARY (Other Direct Expenses)	\$783.60
UNIT COSTS	\$4,320.00
TOTALS	\$12,503.60