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COUNTY OF FORT BEND

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## AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

(Freese and Nichols, Inc. – FY 2024)

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County Drainage District ("District"), a special district organized under the laws of the state of Texas, and Freese and Nichols, Inc. ("CONSULTANT"), a Texas corporation. District and CONSULTANT are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on March 27, 2024 (the "Agreement") for review of drainage report submittals for the District; and

WHEREAS, the Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement is for professional engineering services; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide for additional services by CONSULTANT, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** District shall pay CONSULTANT an additional Forty Thousand and 00/100 Dollars (\$40,000.00) for the performance and completion of additional services as described in the Scope of Work attached hereto as Exhibit "A" (the "Services") and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** CONSULTANT understands and agrees that the Maximum Compensation payable to CONSULTANT for Services rendered under this Agreement is hereby increased to an amount not to exceed Sixty Thousand and 00/100 Dollars (\$60,000.00) authorized as follows:

\$ 20,000.00 under the Agreement; and

\$ 40,000.00 under this Amendment.

In no event shall the amount paid by District under this Agreement exceed the Maximum Compensation without a District approved change order. CONSULTANT clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that District shall have available the total maximum sum of Sixty Thousand and 00/100 Dollars (\$60,000.00) specifically allocated to fully discharge any and all liabilities District may incur under the Agreement.

CONSULTANT does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that CONSULTANT may become entitled to and the total maximum sum that District may become liable to pay to CONSULTANT under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Sixty Thousand and 00/100 Dollars (\$60,000.00).

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by District regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, CONSULTANT hereby verifies that CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO DISTRICT FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Second Amendment shall prevail with regard to the conflict.

**{Execution Page Follows}**

**{Remainder of Page Intentionally Left Blank}**

**FORT BEND COUNTY DRAINAGE DISTRICT**

**FREESE AND NICHOLS, INC.**

\_\_\_\_\_  
K.P. George, County Judge

\_\_\_\_\_  
Date

ATTEST:

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

*Al Ayala II*  
\_\_\_\_\_  
Authorized Agent – Signature

Rolando A Ayala II  
\_\_\_\_\_  
Authorized Agent- Printed Name

Associate  
\_\_\_\_\_  
Title

December 5, 2024  
\_\_\_\_\_  
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 the Fort Bend County Drainage District under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

# **EXHIBIT A**

(Scope of Work Follows Behind)



Innovative approaches  
Practical results  
Outstanding service

10497 Town and Country Way, Suite 600 • Houston, Texas 77024 • 713-600-6800 • fax 713-600-6801

[www.freese.com](http://www.freese.com)

July 12, 2024

Mr. Mark Vogler, P.E.  
General Manager/Chief Engineer  
Fort Bend County Drainage District  
1124 Blume Road  
Rosenberg, TX 77471

**RE: FY24 Drainage Review Assistance – Amendment Request**

Dear Mr. Vogler:

Freese and Nichols, Inc. (FNI) is pleased to continue providing drainage review assistance services, as outline in the attached scope of work (Attachment A). FNI is requesting an additional \$40,000 for the continuation of our services under the FY24 contract. As necessary, additional funding will be requested under a separate amendment for any additional effort beyond this request or for effort which occurs outside of the current scope of work.

If there are any questions concerning this amendment request or if I can be of further assistance, please contact me at (713) 600-6805.

Sincerely,

Rolando A Ayala II, P.E., CFM  
Associate

cc: Héctor Olmos, P.E., CFM – FNI

Exhibit A

**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**

### **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>
PRINICIPAL	\$ 390.00
GROUP MANAGER	\$ 370.00
LEAD TECHNICAL PROFESSIONAL	\$ 355.00
ENGINEER VIII	\$ 350.00
ENGINEER VII	\$ 335.00
ENGINEER VI	\$ 270.00
ENGINEER V	\$ 210.00
ENGINEER IV	\$ 170.00
ENGINEER III	\$ 150.00
ENGINEER II	\$ 140.00
ENGINEER I	\$ 130.00
CADD DESIGNER	\$ 195.00
TECHNICIAN IV	\$ 145.00
TECHNICIAN III	\$ 135.00
TECHNICIAN II	\$ 115.00
TECHNICIAN I	\$ 100.00
LEAD GIS ANALYST	\$ 210.00
SENIOR GIS ANALYST	\$ 160.00
GIS ANALYST	\$ 120.00
ENVIRONMENTAL SCIENTIST VIII	\$ 305.00
ENVIRONMENTAL SCIENTIST VII	\$ 285.00
ENVIRONMENTAL SCIENTIST VI	\$ 225.00
ENVIRONMENTAL SCIENTIST V	\$ 185.00
ENVIRONMENTAL SCIENTIST IV	\$ 170.00
ENVIRONMENTAL SCIENTIST III	\$ 135.00
ENVIRONMENTAL SCIENTIST II	\$ 120.00
ENVIRONMENTAL SCIENTIST I	\$ 110.00
ADMINISTRATIVE ASSISTANT/SUPPORT SPECIALIST	\$ 115.00
OPERATIONS ANALYST/ACCOUNTING SPECIALIST	\$ 180.00
PROJECT CONTROL SPECIALIST II / CONTRACT ADMIN	\$ 120.00
CO-OP/INTERN	\$ 85.00

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.

**From:** [Bao, Juling](#)  
**To:** [DeLeon, Wendy](#); [Andel, Danelle](#)  
**Cc:** [Vogler, Mark](#)  
**Subject:** FW: FY24 Drainage Review Assistance - Amendment Request  
**Date:** Friday, August 09, 2024 2:37:42 PM  
**Attachments:** [image001.jpg](#)  
[FY 2024 Consulting Services - Amendment Request 20240712.pdf](#)

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Wendy,

Mark has agreed that we will need to add an additional \$40,000 to the F&N review contract. Please see the attached document.  
Please let me know if you need any additional information for the contract amendment.

Thanks

Juling Bao, P.E. CFM

Fort Bend County Drainage District  
281-342-2863  
[Juling\\_bao@fortbendcountytexas.gov](mailto:Juling_bao@fortbendcountytexas.gov)

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**From:** Rolando Ayala <[Rolando.Ayala@freese.com](mailto:Rolando.Ayala@freese.com)>  
**Sent:** Friday, July 12, 2024 2:10 PM  
**To:** Bao, Juling <[Juling.Bao@fortbendcountytexas.gov](mailto:Juling.Bao@fortbendcountytexas.gov)>; Vogler, Mark <[Mark.Vogler@fortbendcountytexas.gov](mailto:Mark.Vogler@fortbendcountytexas.gov)>  
**Cc:** Hector Olmos <[heo@freese.com](mailto:heo@freese.com)>  
**Subject:** FY24 Drainage Review Assistance - Amendment Request

Mark and Juling,

As discussed, our current authorization for drainage review assistance is out of funding. Attached is a request for additional funding to continue our services under the FY 2024 contract.

Thanks,

**Rolando A. Ayala II, P.E., CFM** | Associate – Stormwater Management | Freese and Nichols, Inc. | 713.600.6805 |  
[Rolando.Ayala@freese.com](mailto:Rolando.Ayala@freese.com) | [www.freese.com](http://www.freese.com)



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