

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This First Amendment to Agreement for Professional Engineering Services (“First Amendment”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and SES Horizon Consulting Engineers, Inc. (“CONSULTANT”). County and CONSULTANT may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Parties previously entered into that certain Agreement for Professional Engineering Services on July 26, 2022 (the “Agreement”) for the Fort Bend County Mobility Bond Project No. 20208 pursuant to SOQ 14-025; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional Services, 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.** County shall pay CONSULTANT an additional Three Hundred Forty Three Thousand Three Hundred Fifteen and 87/100 Dollars (\$343,315.87) for the performance and completion of additional services as described in CONSULTANT’s Proposal dated February 22, 2024 (the “Services”) attached hereto as “Exhibit A-1” 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 Seven Hundred Forty Six Thousand One Hundred Sixty Four and 22/100 (\$746,164.22) authorized as follows:

\$402,848.35 under the Agreement
\$343,315.87 under this First Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. CONSULTANT clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seven Hundred Forty Six Thousand One Hundred Sixty Four and 22/100 (\$746,164.22)

specifically allocated to fully discharge any and all liabilities County 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 County may become liable to pay to CONSULTANT under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seven Hundred Forty Six Thousand One Hundred Sixty Four and 22/100 (\$746,164.22).

3. **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, 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 COUNTY 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 First Amendment shall prevail with regard to the conflict.

FORT BEND COUNTY, TEXAS

 KP George, County Judge

 Date

ATTEST:

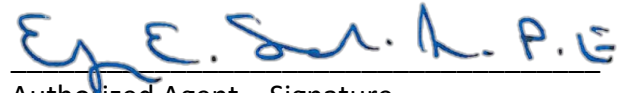
 Laura Richard, County Clerk

APPROVED:



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

SES HORIZON CONSULTING ENGINEERS, INC.


 Authorized Agent – Signature

Epifanio E. Salazar, Jr., P.E.

Authorized Agent- Printed Name

Principal

Title

September 25, 2024

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

 Robert E. Sturdivant,
 County Auditor



February 22, 2024

Fort Bend County Engineering Department
C/O Mr. Gabriel Odreman, P.E., PMP
Tetra Tech, Inc.
575 N. Dairy Ashford, Suite 700
Houston, Texas 77079

Reference Project:
2020 Fort Bend County (FBC) Mobility Program
Trammel Fresno Road (TFR)
From: McKeever Road To SH 6
Fort Bend Project No. 20208

Dear Mr. Odreman:

SES Horizon Consulting Engineers, Inc. (SES) respectfully submits this supplemental fee proposal request for the above referenced project to include the professional engineering and technical services related to the current scope of work for the subject project versus the original scope of work. SES previously provided a level of effort (LOE) and request for authorization for this project based on the original scope on March 16, 2022. To date SES has submitted the Preliminary Engineering Report (PER) and 70% Final Design Plans for the subject project. SES has included an LOE and subprovider proposals for your reference and use.

Construction Cost To Date: \$9,972,260.00 (Includes A 20.00% Contingency)

(\$8,310,217.00 X 1.20)

Original Construction Cost: \$2,203,950.00

Project Scope Changes To Date

- A. Current Project has evolved from a simple existing asphalt widening project with open ditches draining to Oyster Creek without a closed system to a concrete curb and gutter pavement structure with both open and closed drainage systems that outfall to Oyster Creek. Retaining walls with rail barriers are required for this project. The existing structure under TFR is a large CMP Arch Pipe that requires extensions on both sides. SES developed several iteration (3-4) designs to get to the proposed plan layout to date.
- B. The original intent was for SES Horizon Consulting Engineers, Inc. (SES) was to simply tie-in to a design by "others" West and East of Sienna Parkway. SES provided many iteration designs with "others", SES eventually ended up providing the proposed intersection design line work that SES would tie-in to

and be incorporated by “others”.

- C. The proposed drainage system to date will require open ditches, closed storm sewers and inlets to capture road drainage. The original scope did not include these components.
- D. The TCP will be much more complex and include detours to construct the original scope versus the current scope.
- E. SES developed several iterations of proposed typical sections and plan view development in an effort to reduce and minimize right of way takings. To date, SES has eliminated the need for additional right of way from ~20-25 parcels to 0 parcels.
- F. The 30% plan set development as a component of the PER and PER meeting will require significant and major changes. The plan and profile sheets are much more complex than the original scope. Plan and profile sheets will be required for the proposed retaining walls.
- G. Additional Services SES recommends for final design: stake and monument the existing right of way at every existing parcel, tree preservation and protection plan and TDLR review and approval for proposed sidewalks.
- H. The fee structure for this project should be based on the current construction cost which is ~452% greater than the original scope by using standard the FBC design fee calculator.

Compensation:

SES proposes to perform the services described above for the fees indicated below.

1. Recover Preliminary Engineering Phase (PER):	\$126,065.85
2. Recover Final Plans Phase:	
Preparation Of PS&E	\$196,520.02
3. Supplement Bid Phase And Construction Phase Services	
	\$20,730.00
Total Fee Proposal	<u>\$343,315.87</u>

Reference Project:

2020 Fort Bend County Mobility Program

Trammel Fresno Road

From: McKeever Road To SH 6

Fort Bend Project No. 20208

February 22, 2024

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The Previous Fee Proposal (Basic Plus Additional)
based on the original scope of work: \$402,848.35

The Proposed Fee Proposal Supplement (Basic Plus Additional)
based on the current scope of work: \$343,315.87

Total Fee: \$746,164.22

Total Fee As Percentage Of The Current Construction Cost Excluding Contingency:
 $(\$746,164.22/\$8,310,217.00) \times 100.00 = 8.98\%$

Exclusions:

1. Environmental services, including but not limited to, preliminary wetlands investigations and Phase I Environmental Site Assessment
2. Fault Studies
3. Utility company signatures on completed drawings.
4. Construction Staking.
5. Material testing during construction.
6. Construction inspection services.
7. Construction management services, including processing of pay applications, change orders, etc..

Please review and advise if you require any additional information and/or clarifications. We look forward to providing this service to **FBC**.

Sincerely,

SES HORIZON CONSULTING ENGINEERS, INC.

TBPE Firm Registration Number 3922



Epifanio (Epi) E. Salazar Jr., P.E., Principal

Fort Bend County 2020 Mobility Bond Program Fee Estimate Worksheet

Project : Trammel Fresno Road From McKeever Road To SH 6

TASK DESCRIPTION	PRINCIPAL	PROJECT COORDINATOR	STRUCTURAL ENGINEER	SENIOR ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	TECHNICIAN	ADMINISTRATION	TOTAL HOURS	Task Total
1. Preliminary Design (LS)										\$ 126,065.85
Establish a Typical Cross Section					16	8			24	\$ 2,720.00
Determine ROW Acquisition Needs					24				24	\$ 3,120.00
Determine Potential Conflicts with existing facilities & utilities					20				20	\$ 2,600.00
Identify Critical Path Items					16				16	\$ 2,080.00
Identify Problem Areas and Potential Resolutions					8				8	\$ 1,040.00
Site Visit					12	12			24	\$ 2,520.00
Prepare a Construction Cost Estimate					60				60	\$ 7,800.00
Prepare 30% Plans (Roadway And Drainage - 11 Sheets)					110	110			220	\$ 23,100.00
Prepare 30% Plans (Water - 11 Sheets)					0	0			0	\$ -
Prepare 30% Plans (Sanitary - 11 Sheets)					0	0			0	\$ -
Prepare 30% Plans (Retaining Wall For Cost Estimating)					110	110			220	\$ 23,100.00
Preliminary Structural Analysis			60							\$ 8,640.00
Preliminary Hydraulic/Detention Requirement Analysis				20	40	16				\$ 9,180.00
SH 6 Traffic Signal Warrant Study										\$ -
Utility Coordination (CPR Gas, CPE Electric, Private Pipelines and Communications)					16				16	\$ 2,080.00
Utility Coordination (LID, MUD Record Drawings Review And Assessment)					24				24	\$ 3,120.00
Geotechnical Investigation									0	\$ -
Survey And Geotechnical Coordination									0	\$ 13,705.85
Tree Preservation And Tree Protection Plan (Preliminary Assessment/Inventory And Site Visit)					20	20			40	\$ 4,200.00
Project Management & Meetings					32				32	\$ 4,160.00
Project Management & Meetings With LID, MUD And Adjacent FBC Mobility Project					60				60	\$ 7,800.00
Project Management & Meetings With TXDOT, FBCDD And Others					20				20	\$ 2,600.00
Preliminary Phase Expenses										\$ 2,500.00
										\$ -
2. Final Design (LS)										\$ 196,520.02
Cover Sheet & Index					2	2			4	\$ 420.00
General Notes					0	0			0	\$ -
Quantities (Summary Sheets)					20	20			40	\$ 4,200.00
Typical Sections (70%-Final)					16	16			32	\$ 3,360.00
Project Layout					8	8			16	\$ 1,680.00
Drainage Area Maps (4 Sheets)					20	20			40	\$ 4,200.00
Drainage Calculations (AECOM Subprovider)										\$ 24,920.02
Plan and Profile Sheets (Roadway And Drainage, 11 Sheets)					138	138			276	\$ 28,980.00
Plan and Profile Sheets (Water Line Main And Service Connections, 11 Sheets)					0	0			0	\$ -
Plan and Profile Sheets (Sanitary Line Gravity/Force Main And Service Connections, 11 Sheets)					0	0			0	\$ -
Plan and Profile Sheets (Outfall To Existing Creek, 2 Sheets)					12	12			24	\$ 2,520.00
Final Hydraulic/Detention Requirement Analysis										\$ -
Final Structural Analysis For Retaining Walls And Details			60							\$ 8,640.00
Final Plan and Profile Sheets (Retaining Wall Layout And Details)					60	60			120	\$ 12,600.00
Driveway Schedule For Private Driveways					0	0			0	\$ -
SH 6 Traffic Signal Design (Interim And/Ox Final)					0	0			0	\$ -
TCP Advance Warning Signs					0	0			0	\$ -
TCP Overview & Narrative					40	16			56	\$ 6,480.00
Detour Plans (with County Approval only)					20	20			40	\$ 4,200.00
Traffic Control Plan					60	60			120	\$ 12,600.00
Temporary Traffic Signal Plans									0	\$ -
SWPPP Sheets					16	16			32	\$ 3,360.00
Culvert/Bridge Layouts					16	16			32	\$ 3,360.00
Culvert/Bridge Detail Sheets					16	16			32	\$ 3,360.00
Design Calculations									0	\$ -
Signing & Pavement Markings (11 Sheets)					12	12			24	\$ 2,520.00
Detail Sheets									0	\$ -
Standard Details					12	12			24	\$ 2,520.00
Tree Preservation And Protection Plan Consultant (Subprovider Burditt)										\$ 11,000.00
Tree Preservation And Protection Plan (11 Sheets)					88	88			176	\$ 18,480.00
Technical Specifications					24				24	\$ 3,120.00
Bid Form					16				16	\$ 2,080.00
Construction Cost Estimate					24	24			48	\$ 5,040.00
Utility & Agency Approvals & Signatures					0	0			0	\$ -
Cross Sections With Earthwork Calculations					40	40			80	\$ 8,400.00
Responses to Comments					24	24			48	\$ 5,040.00
Project Management & Meetings	0				24				24	\$ 3,120.00
Project Management & Meetings With TXDOT, FBCDD And Others	0				24				24	\$ 3,120.00
Project Management & Meetings With LID, MUD And Adjacent FBC Mobility Project	0				40				40	\$ 5,200.00
Final Design Phase Expenses										\$ 2,000.00
										\$ -
3. Bid & Construction Phase Services (T&M)										\$ 20,730.00
Project Manual & Plans		0			20	0		0	20	\$ 2,600.00
Attend Pre-Bid Meeting		0			4				4	\$ 520.00
Answer Bidder Questions & Addendum					8				8	\$ 1,040.00
Attend Pre-Construction Meeting		0			0	0			0	\$ -
Review Contractor Submittals					24	0			24	\$ 3,120.00
Answering Requests for Information					47				47	\$ 6,110.00
Substantial Completion Walkthrough	0				0	8			8	\$ 640.00
Record Drawings					20	20			40	\$ 4,200.00
Bid & Construction Phase Expenses										\$ 2,500.00
										\$ -
SUBTOTAL										\$ 343,315.87
MANHOUR SUBTOTAL	0	0	120	20	1483	924	0	0	2351	
LABOR RATE PER HOUR	0%	0%	5%	1%	63%	39%	0%	0%		
	\$202.00	\$150.00	\$144.00	\$135.00	\$130.00	\$80.00	\$59.00	\$50.00		
SUBTOTAL LABOR	\$0.00	\$0.00	\$17,280.00	\$2,700.00	\$192,790.00	\$73,920.00	\$0.00	\$0.00		
TOTAL										\$ 343,315.87

Dear Mr. Salazar:

AECOM Technical Services, Inc. (AECOM) is providing this proposal for the preliminary drainage analysis of the Trammel-Fresno Rd project. This proposal includes an evaluation of impacts due to an increase in impervious coverage and floodplain fill. This proposal has been prepared as requested by you and based on understanding of the work from our phone conversation on Tuesday, October 4th, 2022.

SCOPE OF WORK

This proposal serves to cover the drainage analysis for the design of the drainage system along Trammel- Fresno Rd. between McKeever Rd. and State Highway 6.

TASKS AND ASSUMPTIONS

This proposal includes the following tasks:

1. Hydrologic Analysis:
 - Delineation of off-site and roadway drainage areas for proposed conditions.
 - Determination of hydrologic parameters
 - Calculation of peak flows using Rational Method
2. Hydraulic Analysis – Open and Closed Systems:
 - Set up a hydraulic model to determine conveyance capacity of open ditches and storm sewers
 - Determine appropriate ditch geometry and storm sewer sizes.
3. Updates to Oyster Creek model:
 - Update HEC-RAS model with proposed geometry for crossing culvert
4. Coordination with the client
 - Attend and prepare material as needed for coordination with the client.
5. QA/QC
 - Overall revisions of all analyses and deliverables to the client
6. Set up PS&E Sheets
 - Prepare spreadsheet and provide geographic data that contain information needed to prepare PS&E sheets for the projects. These will include:
 - Hydrologic parameters
 - Hydraulic calculations
 - Drainage areas
7. General Management
 - General oversight and coordination of the project



AECOM
19219 Katy Freeway
Suite 100
Houston, Texas 77094
www.aecom.com

281 646 2400 tel
281 646 2401 fax

TBPE Reg No. F-3580

This proposal includes the following assumptions:

- All submittals will be electronic. No hard copies will be submitted.
- Mapping from the hydraulic model will not be included
- A LOMR will not be completed as part of this study
- Cut and fill calculations will not be completed as part of this study

SCHEDULE AND ESTIMATED COST

The estimated cost to complete this work is shown below. AECOM will submit the draft memo within 8 weeks following receipt of a Notice to Proceed.

Table 1. Estimated Fee

Description	Estimated Cost
Trammel- Fresno Rd. Drainage Analysis	\$24,920.02

Thank you for the opportunity to work with SES Horizon on this important project. Please do not hesitate to contact me if you have any questions or require any additional information.

Yours sincerely,

Johanna Guerrero, PE, CFM
Water Resources Project Manager
AECOM Technical Services, Inc.
T: 281.646.2471
E: Johanna.Guerrero@aecom.com

FCB Trammel-Fresno Rd.
Fee Schedule

TASK	DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER-IN-TRAINING	SENIOR ENGINEER TECHNICIAN	ENGINEER TECHNICIAN	SENIOR CADD OPERATOR	CADD OPERATOR	JUNIOR CADD OPERATOR	SENIOR GIS OPERATOR	GIS OPERATOR	JUNIOR GIS OPERATOR	ADMIN	TOTAL LABOR HOURS	TOTAL LABOR COSTS
		\$182.39	\$210.89	\$140.63	\$138.82	\$107.55	\$143.40	\$112.67	\$121.64	\$90.91	\$51.34	\$133.16	\$107.55	\$72.98	\$81.94		
1	HYDROLOGIC ANALYSIS		2			10										12	\$1,497.28
2	HYDRAULIC ANALYSIS - OPEN AND CLOSED SYSTEMS	2	8		2	24										36	\$4,910.74
3	UPDATES TO OYSTER CREEK MODEL		2			8										10	\$1,282.18
4	COORDINATION WITH CLIENT	4	4			10										18	\$2,648.62
5	QA/QC	4	24		2	18										48	\$8,004.46
6	SET UP PS&E SHEETS		2			24										26	\$3,002.98
7	GENERAL MANAGEMENT	16													8	24	\$3,573.76
TOTAL HOURS		26	42	-	4	94	-	-	-	-	-	-	-	-	8	174	
TOTAL FEE		\$4,742.14	\$8,857.38	\$0.00	\$555.28	\$10,109.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$655.52		\$24,920.02

December 1, 2023

Sent by Email: epi.Salazar@seshorizon.com

Mr. Epi Salazar, Jr., P.E.
SES Horizon Consulting Engineers, Inc.
10101 Southwest Freeway, Suite 400
Houston, TX 77074

RE: Proposal for Urban Forestry Consulting Services
Mobility Program Trammel-Fresno Road from: McKeever Rd. to Highway 6

Dear Epi:

Per your request, please accept this letter as our proposal for Urban Forestry Consulting Services to provide SES Horizon Consulting Engineers, Inc. (Client) with Tree Protection and Mitigation Plan services. *Burditt* will provide all consulting, labor, and materials necessary to complete items detailed in our proposal. *Burditt* is prepared to provide Urban Forestry Services in a manner that is best suited to the needs of client and the City of Missouri City/Fort Bend County requirements.

If this meets with your approval, we are prepared to proceed upon completion of a mutually approved professional services agreement, written Notice to Proceed, and receipt of engineering documents. Certificates of Insurance will be sent to you directly from our Insurance Company.

FEES

Fees for providing services, as described in attached Exhibits A and B and subject to the Terms and Conditions attached hereto, are:

Tree Protection Plan & Mitigation Plan \$ 11,000.00

Thank you for the opportunity to provide this proposal. We look forward to continuing our services to you on this project.

Respectfully,



Paul S. Howard
Urban Forester

PSH/CB

Conroe:
310 Longmire Road
Conroe, Texas 77304

Bryan:
105 N. Main, Ste. 123
Bryan, Texas 77803

www.burditt.com

Conroe 936.756.3041
Bryan 979.977.5846
Fax 936.539.3240

Enclosures: 3 – Exhibit A – Project Limits
Exhibit B – Scope of Services
Terms and Conditions

APPROVED:

Urban Forestry Consulting Services

Tree Protection and Mitigation Plan.....\$11,000.00

SES Horizon Consulting Engineers, Inc.

BY: _____ DATE: _____

Exhibit A – Project Limits

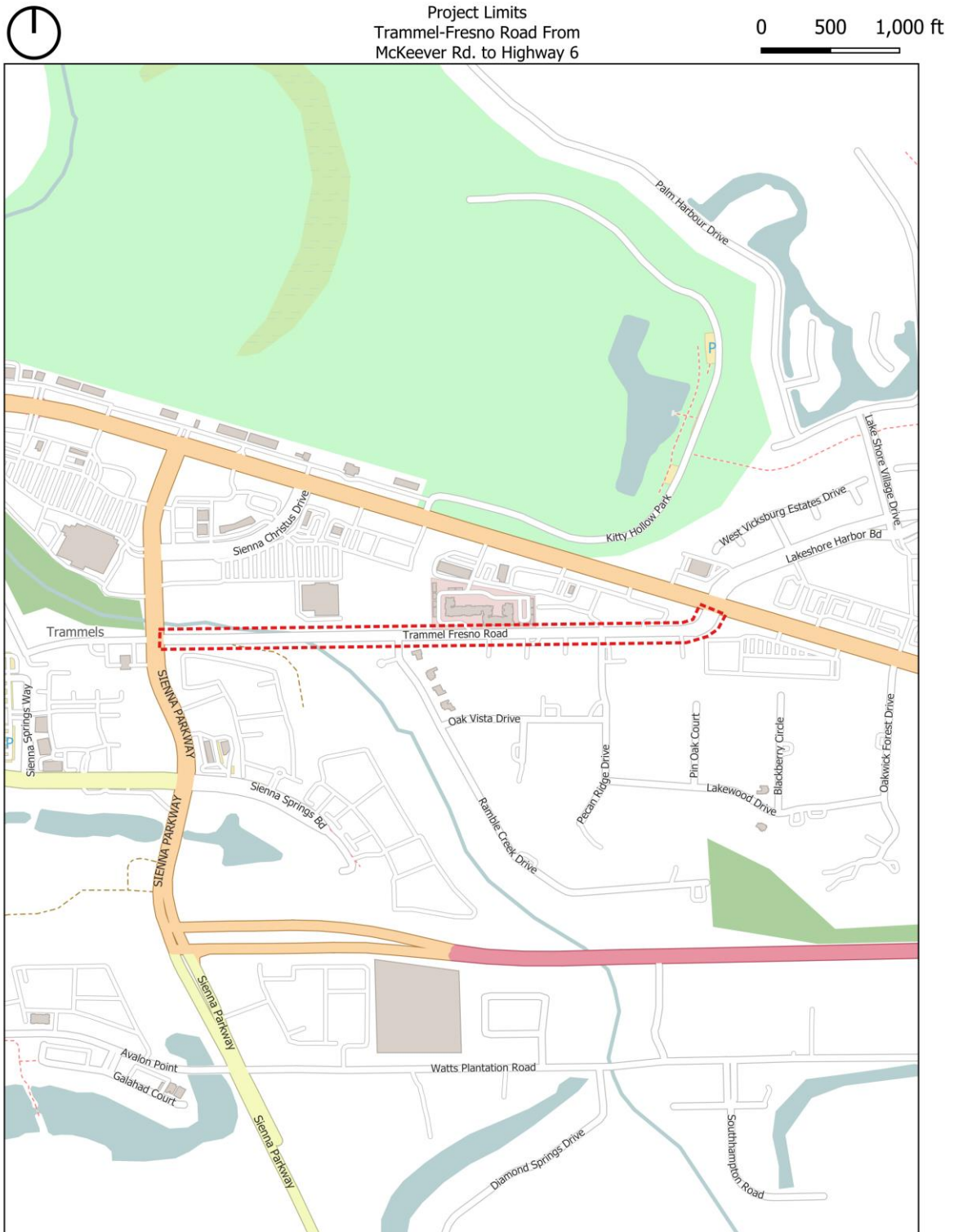


Exhibit B – Scope of Services

Mobility Program Trammel-Fresno Road from: McKeever Rd. to Highway 6

Urban Forestry Scope of Services – *Burditt* will provide the following necessary services to ensure both a successful project as well as the greatest opportunity for survival of the subject trees:

A. Site Assessment

1. Tree Inventory– Evaluate the project site to assess general tree conditions, potential tree preservation problems, tree species and sizes (spot check accuracy of tree survey as provided by client), determination of accurate tree canopies, bore pit placement, required equipment clearances and potential transplant trees.

B. Tree Protection and Mitigation Plan Development (Redlines)

1. Design Review – Review of construction documents to determine any areas of conflict between the design and tree preservation. Review will include the following potential impacts:
 - i. Demolition and reconstruction locations
 - ii. New construction locations
 - iii. Open pit or trench locations
 - iv. All applicable construction document specifications
 - v. Methods of installation
 - vi. Excavation areas behind existing curbs
 - vii. Pavement Installation Methods
 - viii. Utility Installation Methods
2. *Burditt* will develop a Tree Preservation and Mitigation Plan for inclusion in the construction documents. These redlined construction documents will include all specification and detail drawings, an estimated budget for treatments, and a schedule of the treatments. Plans and specifications will be provided at 60%, 90% and 100% submittal levels. CAD drawn documents will be developed by SES Horizon Consulting Engineers.

Deliverables: Tree Protection and Mitigation Plan (Redlines)
Tree Protection Treatments and Budget
Tree Protection Specifications and Details

C. Finalization of Documents