

STATE OF TEXAS                 §  
COUNTY OF FORT BEND      §

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

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Fort Bend County Drainage District ("District"), a Special District created under Chapter 6605 of the Texas Special District Local Laws Code, and Halff Associates, Inc ("CONSULTANT"), a Texas corporation. District and CONSULTANT are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to increase the total Maximum Compensation under the Agreement, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
2. **Scope of Services.** District shall pay CONSULTANT an additional One Hundred Thousand and 00/100 Dollars (\$100,000.00) for the additional review of drainage report submittals and associated services as provided in the CONSULTANT'S Proposal attached hereto as Exhibit "A-2" (the "Services") and incorporated by reference for all intents and purposes.
3. **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 Two Hundred Thousand and 00/100 Dollars (\$200,000.00) authorized as follows:

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 \$200,000.00 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 \$200,000.00.

4. **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.

**{Execution Page Follows}**

**FORT BEND COUNTY DRAINAGE DISTRICT**

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

\_\_\_\_\_  
Date

ATTEST:

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

**APPROVED:**



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

**HALFF ASSOCIATES, INC.**

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Craig T. Maske, P.E., CFM  
Authorized Agent- Printed Name

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
June 5, 2025  
Date

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April 25, 2025  
43565

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

RE: Proposal for On-Call Fort Bend County Drainage Reviews

Dear Mr. Vogler,

We are pleased to present the following amendment to the scope of work for on-call engineering professional services for the Fort Bend County Drainage District for an additional \$100,000.00. The original scope of services is attached as Attachment A. Our rate schedule for the on-call services is attached as Attachment B.

We appreciate the opportunity to work with you and the Fort Bend County Drainage District. Please do not hesitate to contact me at [amoores@halff.com](mailto:amoores@halff.com) or at (937) 777-6377 if you have any questions regarding this proposal.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "C. Andrew Moore".

C. Andrew Moore, PE, CFM  
Water Resources Team Leader

C: Ryan Londeen, PE, CFM  
Kaitlynn Homburg, PE, CFM



**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) 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	\$340.00
Project Manager	\$250.00
Senior Project Manager	\$280.00
QA/QC Manager	\$260.00
Project Engineer	\$190.00
Senior Engineer-in-Training	\$150.00
Graduate Engineer (EIT)	\$130.00
Senior GIS Analyst	\$165.00
GIS Analyst	\$120.00
CADD Manager	\$155.00
CADD Technician	\$120.00
Administrative /Clerical Support	\$95.00