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NINTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Zarinkelk Engineering Services, Inc. - Mobility Bond Project No. 13203)

THIS NINTH AMENDMENT ("Ninth Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Zarinkelk Engineering, Inc. ("Contractor"), a Texas corporation. County and Contractor are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement for Professional Engineering Services on February 24, 2015 (the “Agreement”) for the construction of certain road and bridge improvements under the Fort Bend County 2013 Mobility Bond Program – Chimney Rock Road from FM 2234 to Rosa Parks Elementary – Project No. 13203; and

WHEREAS, the Agreement was subsequently amended on August 2, 2016 (the “First Amendment”), December 18, 2018 (the “Second Amendment”), August 27, 2019 (the “Third Amendment”), January 5, 2021 (the “Fourth Amendment”), October 12, 2021 (the “Fifth Amendment”), December 20, 2022 (the “Sixth Amendment”), April 11, 2023 (the “Seventh Amendment”), and July 25, 2023 (the “Eighth Amendment”); and

WHEREAS, by execution of this Ninth Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, 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 and modified as follows:

1. County shall pay Contractor an additional Seventy Nine Thousand Seven Hundred Ten and 00/100 Dollars (\$79,710.00) for the performance and completion of additional services as described in Contractor's November 6, 2023 Proposal (hereinafter, the "Services") attached hereto as Exhibit "A-9" and incorporated by reference for all intents and purposes.

2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Eight Hundred Eighty Five Thousand Two Hundred Two and 80/100 (\$1,885,202.80) authorized as follows:

\$740,000.00 under the Agreement;
\$ 10,750.00 under the First Amendment;
\$ 5,682.50 under the Second Amendment;
\$331,543.00 under the Third Amendment;
\$248,959.00 under the Fourth Amendment;
\$ 32,180.00 under the Fifth Amendment;
\$ 80,569.50 under the Sixth Amendment;
\$ 33,990.00 under the Seventh Amendment;
\$321,818.80 under the Eight Amendment; and
\$ 79,710.00 under this Ninth Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor 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 One Million Eight Hundred Eighty Five Thousand Two Hundred Two and 80/100 (\$1,885,202.80) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Eight Hundred Eighty Five Thousand Two Hundred Two and 80/100 (\$1,885,202.80).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR 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.
5. **Modifications and Conflict.** Except as modified herein, the Agreement, as amended, 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 Ninth Amendment shall prevail with regard to the conflict.

FORT BEND COUNTY, TEXAS

ZARINKELK ENGINEERING SERVICES, INC.

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk



Authorized Agent – Signature

Giti Zarinkelk

Authorized Agent- Printed Name

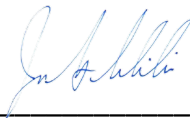
President

Title

January 28, 2025

Date

APPROVED:



J. Stacy Slawinski, P.E., County 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, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

EXHIBIT A-9

(November 6, 2023 Proposal follows behind)



617 Caroline Street
Houston, Texas 77002
Phone 832-242-2426
Fax 832-242-2445

November 6, 2023

Stacy Slawinski, P.E.
County Engineer
301 Jackson St., 4th Floor
Richmond, TX 77469

Attn: Gabriel Odreman, P.E., Program Manager

Project: Chimney Rock - Project 13203

RE: Project 13203 Chimney Rock Road; 9th Amendment

Dear Mr. Slawinski:

This proposal is written to address the recent changes in the project. Segment 2 changes include:

- Revising median openings to accommodate development plans (9 sheets).
- Revising the limits of the east and west ditches (9 sheets), eliminate MBGF where ditch has been removed, revised the typical section (3 sheets), revise cross sections (8 sheets) and adjust cost estimate and bid sheet accordingly.
- Shift inlets and start of storm sewer north outside of median opening at station 74+50 (2 sheets).
- Show limits of excavation for roadway embankment on the plans, calculate depth at 3:1 within footprint to obtain necessary fill for the project, add notes to plans with instructions to the contractor, modify SWPPP plan sheet, update the earthwork quantities sheet with the new numbers showing no borrow needed, and revise the cost estimate and bid sheet to remove borrow.
- Added bid item for a temporary control panel to operate the pumps while waiting for the permanent control panel to arrive.
- Revise General Notes sheet.
- Add roll curb in the HL&P easement and coordinate with surveyor to complete the HL&P exhibit and application.
- Extending Segment 2 to revise median openings in Segment 1 for the turn around that is no longer needed
- The addition of funds for construction phase services for Segment 1 and Segment 2.
- Refresh original survey control Segment 2, level loop vertical control Segment 2, Grant to Others exhibit for the HL&P corridor

Stacy Slawinski, P.E.
November 6, 2023; Page 2

Our proposed fee is \$79,710.00. Attached is our summary spreadsheet.

Please call me at 832-242-2426 if you have any questions. We look forward to working with RPS Group and Fort Bend County on this project.

Sincerely,

A handwritten signature in blue ink that reads "Giti Zarinkelk". The signature is fluid and cursive, with the first name "Giti" and last name "Zarinkelk" clearly distinguishable.

Giti Zarinkelk, P.E.
Attachments

Chimney Rock Road from FM2234 to Rosa Parks Elementary School Fort Bend Mobility Bond 2013; Project Number 13203										
TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer or Structural Engineer	Design Engineer	Senior Designer/	CADD Operator Technician	QA/QC Review	Clerical	Total Labor Hours & Costs
SUB CONSULTANT SERVICES										
CONSTRUCTION PHASE SERVICES										
REESTABLISH SURVEY CONTROL										\$ 3,720.00
HL&P SURVEY AND EXHIBIT										\$ 2,250.00
TOTAL										\$ 5,970.00
DESIGN PLANS										
DEVELOPER & COUNTY REQUESTS	2	12	48			102				164
EXTENSION INTO SEGMENT 1 TO FIX MEDIAN		4	8			16				28
SUB CONSULTANT COORDINATION		3								3
HOURS SUB-TOTALS	2	19	56	0	0	118	0	0	0	195
LABOR RATE PER HOUR	\$85.00	\$70.00	\$60.00	\$50.00	\$35.00	\$40.00	\$33.00	\$60.00	\$20.00	
DIRECT LABOR COSTS	\$170.00	\$1,330.00	\$3,360.00	\$0.00	\$0.00	\$4,720.00	\$0.00	\$0.00	\$0.00	
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$510.00	\$3,990.00	\$10,080.00	\$0.00	\$0.00	\$14,160.00	\$0.00	\$0.00	\$0.00	\$28,740.00
TOTAL										\$ 28,740.00
PROJECT TOTALS										
SUB CONSULTANTS										\$ 5,970.00
PRELIMINARY ENGINEERING (+ 30% DESIGN PLANS)										\$ 28,740.00
FINAL DESIGN										\$ 15,000.00
EIGNIEERING SERVICES DURING CONSTRUCTION SEGMENT 1										\$ 30,000.00
EIGNIEERING SERVICES DURING CONSTRUCTION SEGMENT 2										\$ 79,710.00
TOTAL ALL SERVICES										\$ 79,710.00



Pedraza Surveying, LLC dba Tejas Surveying
1810 First Oaks St, Suite 220, Richmond, TX 77406
Phone No. (281) 240-9099 | TBPELS Reg. No. 10194739

September 25, 2024

Michael Bagstad
Zarinkelk Engineering Services, Inc.
617 Caroline Street
Houston, TX 77002
832-242-24262

Via email: mike.bagstad@zarinkelk.com

RE: Refresh the original survey control for the Construction Phase as requested in connection with the Fort Bend County Mobility Project Chimney Rock Road Segment 2 (ref 61-1501)

Mr. Bagstad,

Pedraza Surveying, LLC dba Tejas Surveying (Surveyor) is pleased to submit this proposal to provide the following surveying services for the Fort Bend County Mobility Project Chimney Rock Road Segment 2, for an amount of FIVE THOUSAND, NINE HUNDRED AND SEVENTY DOLLARS (\$5,970):

	Task	Description	Unit Cost
1	Refresh the Original Survey Control Segment 2	<ul style="list-style-type: none">• Locate and flag existing survey control as identified on the attached map.• Check the location with current GPS RTK observation.• Report any survey control that has been destroyed and cannot be reset in its current location due to completed construction in the area.• Report any apparent deviations noted in the height of control monuments.• Staking will be completed within 1 business day after acceptance of this proposal.	\$ 2,150.00

2	Vertical Control Segment 2	<ul style="list-style-type: none"> Level Loop between all control points based on Harris County Floon Plain Reference Mark 010230. 	\$ 1,570.00
3	Grant to Others	<ul style="list-style-type: none"> Office and field work required to complete an Exhibit for a Grant to Others Application for the Chimney Rock Road crossing through the CenterPoint Transmission Line. 	\$2,250.00
Subtotal			\$ 5,970.00
Taxes			\$ 0.00
Grand Total			\$ 5,970.00

DELIVERABLE:

- Spreadsheet showing the current Point Number, Northing, Easting, Elevation, and Description of each point collected will be delivered within 2 business days after completion of field effort.
- Signed and Sealed by a Texas Registered Professional Land Surveyor (RPLS) Exhibit for the Grant to Others Application.

ASSUMPTIONS:

- Setting alternate control points with data sheets is not within the scope of work.
- Additional control points, if needed, can be provided at an additional cost of \$1000 per control point after approval by client. Deliverables will be an 8-1/2 x 11 control sheet. Elevations will be based on ties to two or more existing control points.
- Proposal is contingent upon unrestricted access to the control points by 4 wheel off road vehicle with only ordinary operation expenses incurred by the surveyor.

Please allow up to fifteen business days for preparation of the deliverables once written authorization to proceed has been received and accepted. Services provided under this proposal will be invoiced upon completion and payable on receipt. If payment is not received within 30 days of the due date, a late charge of 1% per month will be added until payment in full is received. If payment is not received within 60 days, CLIENT will be responsible for all collections costs and attorney fees in addition to the original cost and accruing late charges.

Respectfully Submitted,



**John L. "Jay" Cooke
Construction Surveying Manager
Pedraza Surveying, LLC dba Tejas Surveying**

Accepted by CLIENT

By: _____
Title: _____
Dated: _____

2024 Schedule of Rates

Effective December 1, 2023

Professional Services

Principal, Consulting, & Professional Witness	\$ 300/hour
Registered Professional Land Surveyor	\$ 225/hour
Metes & Bounds Description	\$ 350/description

Survey Project Management

Senior Project Manager	\$ 175/hour
Project Manager	\$ 145/hour
Assistant Project Manager/Surveyor-In-Training	\$ 125/hour

Land Surveying (Field Crew)

3-man Crew	\$ 225/hour
2-man Crew	\$ 195/hour
1-man Crew	\$ 135/hour

Drafting & Research Services

Survey Technician	\$ 115/hour
CAD Technician/Drafter	\$ 105/hour
Abstractor	\$ 95/hour

Administrative Services

Administrative Assistant	\$ 85/hour
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Reimbursable Charges

Professional Services, Fees, Subconsultants, Etc.	Cost + 15%
Utility Vehicle	\$200/day
Boat w/Motor	\$600/day
Mileage	Current IRS Rate
Authorized Overtime Rates	Standard Rate x 1.5

Notes

- All field crew time is subject to a 4-hour minimum.
- A mileage charge will be calculated based on the current IRS Standard Mileage Rate. Mileage will be computed to and from site.
- Per diem will be charged at the standard government rate for required overnight stays.
- Rates are subject to change at any time.