

STATE OF TEXAS                   §  
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 COUNTY OF FORT BEND           §

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

**THIS SECOND 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 Gunda Corporation, LLC, (hereinafter "Contractor"), 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 November 4, 2014, (hereinafter "Agreement"), pursuant to SOQ 13-053, as amended by document dated February 24, 2015 (hereinafter "First Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to add supplemental professional engineering services related to evaluation, design, and construction of the Project.

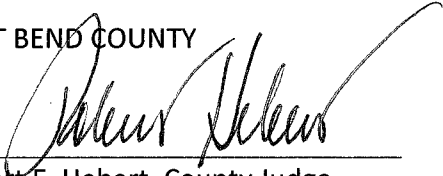
**NOW, THEREFORE**, the parties do mutually agree as follows:

1. Services to be rendered under the Agreement shall be amended to add supplemental professional engineering services, described in the proposal dated August 28, 2015, attached hereto as Exhibit A, and incorporated herein for all purposes.
2. County shall pay Contractor an additional one hundred three thousand five hundred dollars and No/100 (\$103,500.00) for the supplemental professional engineering services to be rendered under this Second Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed six hundred twenty-nine thousand eight hundred twenty-seven dollars and 60/100 (\$629,827.60); authorized as follows:
  - a. Original Agreement in the amount of:           \$436,117.00
  - b. First Amendment in the amount of:           \$90,210.60; and
  - c. This Second Amendment in the amount of:   \$103,500.00

In no case shall the amount paid by County for all Services under the Agreement, the First Amendment and this Second Amendment exceed the Maximum Compensation without an approved change order.

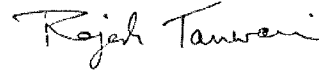
Except as provided herein, all terms and conditions of the Agreement and the First Amendment shall remain unchanged.

FORT BEND COUNTY



Robert E. Hebert, County Judge

GUNDA CORPORATION, LLC



Rajesh Tanwani, Vice President

10-6-2015

Date

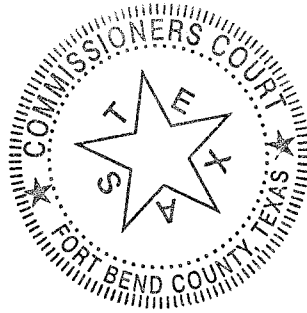
09/23/2015

Date

ATTEST:



Laura Richard, County Clerk

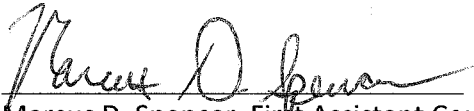


APPROVED:



Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$629,822.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

# EXHIBIT A



# GUNDA CORPORATION

*Engineers, Planners & Managers*

August 28, 2015

J. Stacy Slawinski, P.E.  
Assistant County Engineer  
Fort Bend County Engineering Department  
1124 Blume Road  
Rosenberg, Texas 77471

**SUBJECT:** Fort Bend County "Engineering Services for Roadway and Underground Utilities"  
Kendleton, Texas  
Supplemental Professional Services for Right of Way Acquisition Services  
**GUNDA Proposal No. P13031-S2**

Dear Mr. Slawinski:

In accordance with your request, Gunda Corporation, LLC ("GUNDA") is pleased to provide this proposal to supplemental professional services relative to evaluation, design, and construct of proposed Humphrey Road and Braxton Road extensions east of Kendleton in Fort Bend County, Texas.

## **UNDERSTANDING**

Based on our coordination, it is our understanding that Fort Bend County ("County") would like to add supplemental services to the previously authorized Gunda agreement professional services for the above referenced project. The supplemental services to be added include Right-of-Way acquisition services. Further, it is our understanding that all other terms and conditions of the previously executed agreement will remain in effect and/or become applicable to the supplemental services being proposed herein.

The supplemental services are further described as follows:

## **SCOPE OF SERVICES**

### **I. RIGHT-OF-WAY ACQUISITION SERVICES**

Provide Right-of-Way acquisition services for up to 12 tracts previously identified as necessary for the construction of proposed Humphrey Way improvements, including title research, due diligence of existing files and property information, data base establishment, preparation of all Right of Way documents, determination of initial offers, negotiation and fee purchase, and records retention. Scope assumes no condemnation support needed.

Services will be provided by Johnson Petrov LLP (JP) Attorneys at Law (and their Statement of Qualifications and fee schedule are attached).

### **II. PROJECT MANAGEMENT & COORDINATION**

Coordination of supplemental scope with subconsultants, County, City, applicable approval agencies, and other project partners to include meetings, exhibits, invoicing and correspondence.

**PROJECT FEE AND SCHEDULE**

GUNDA will provide the proposed engineering services listed above on a time and material basis not to exceed as follows:

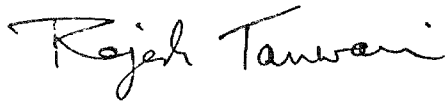
Right-of-Way Acquisition	\$ 95,250.00 (additional detail from JP attached)
<u>Project Management &amp; Coordination</u>	<u>\$ 8,250.00</u>
Total Recommended Supplemental	\$103,500.00

The above fees will be invoiced in accordance with the terms and conditions of the previously executed agreement between Gunda and Fort Bend County.

We appreciate the opportunity to work with you on this important economic development project. Should you have any comments or questions please do not hesitate to call.

Sincerely,

**GUNDA CORPORATION, LLC**



Raj Tanwani, P.E.  
Vice President



Fort Bend County Fee Proposal for Right of Way Acquisition Services

Proposal based on 12 tracts to be acquired  
(Humphrey Way)

**Title Research**

Limited Title Certificate/Property Report	\$250 per tract	\$3,000
Title and Survey Review	\$500 per tract	\$6,000
Resolution of Title Issues	\$250/hr of research	

<b>Due Diligence of Existing Files and Property Information</b>	\$1,250 flat fee	\$1,250
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<b>Property Appraisals (assuming no improvements)</b>	\$2,500 per tract	\$30,000
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<b>Data Base Establishment</b>	\$1,500 flat fee	\$1,500
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<b>Preparation of all Right of Way Documents</b>	\$250/hr (3.5 hrs per tract)	\$10,500
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<b>Determination of Initial Offer</b>	\$250/hr (1 hr per tract)	\$3,000
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<b>Negotiation and Fee Purchase</b>	\$75/hr (estimate 40 hrs per tract)	\$36,000
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**Project Management**

Task and Manage Staff		
Coordinate with Consultants		
Preparation of weekly reports to County		
Maintain database and records	\$3,500 flat fee	\$3,500

<b>Records Retention</b>	\$500 flat fee	\$500
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<b>Condemnation Support</b>	\$250/hr of support	
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Estimated Total Cost of Project\* \$95,250

*\*Provided there are no title issues to be resolved and no condemnation support needed*