

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO PROFESSIONAL ENVIRONMENTAL & PRELIMINARY
 ENGINEERING SERVICES AGREEMENT**

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 IDC, Inc., (hereinafter "Engineer"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Professional Environmental & Preliminary Engineering Services Agreement on February 26, 2013, (hereinafter "Agreement"); as amended by document dated October 14, 2014 (hereinafter "Amendment") pursuant to SOQ 14-025; and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the compensation and time to complete the additional services.

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

1. County shall pay Engineer an additional one hundred thirty thousand twenty-three dollars and 17/100 (\$130,023.17) for the additional services to be rendered under the Agreement as described in Exhibit "A" attached hereto and incorporated herein for all purposes.
2. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Second Amendment exceed the previously authorized compensation without further Amendment.
3. The Time for Performance under the Agreement shall be extended to end no later than December 31, 2017.

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

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Second Amendment to Professional Environmental & Preliminary
 Engineering Services Agreement – IDC, Inc.

Page 1 of 2

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

IDC, INC.

Jim Gonzales
Jim Gonzales, President and CEO

January 26, 2016
Date

1-19-16
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED:

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 481,191.¹⁷ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

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EXHIBIT A

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE ENGINEER

Scope of Services
for
Additional Public Meeting and Revision of Alignment
at BNSF RR Crossing

FM 2759/FM 762 (Crabb River Road) Improvement Project
From South of Sansbury to South of LCISD HS/JHSMC Complex

SCOPE OF SERVICES

This contract amendment is for additional work requested by TxDOT and Fort Bend County.

General

TxDOT is requiring additional public involvement, engineering and environmental work which was not anticipated or included in the current Engineering and Environmental Assessment (EA) scope of services and the contract amendment scope of services dated October 14, 2014.

The additional work includes a new Public Meeting requested by TxDOT, which was not included in the October 2014 contract amendment. Also, TxDOT has decided that Crabb River Road should be reconstructed as a concrete pavement section through the project limits, and the roadway realigned to provide for a 45mph design speed through the BNSF RR crossing. Previously the section through the phase II RR overpass was to be widened with ACP on existing alignment. This work is necessary to show the revised ultimate configuration of the project based on design changes requested by TxDOT. The noise analysis needs to be updated using new traffic data recently provided by TxDOT. All work associated with these additional services shall conform to the applicable requirements of TxDOT and Fort Bend County.

I. Project Management

- A. Prepare monthly progress report, invoice and schedule update.
- B. Coordination meetings with County, TxDOT and BNSF RR to develop the revised alignment.
- C. Coordinate work of Environmental consultant to incorporate alignment change at BNS RR/Thompson's Road intersection.

II. Public Involvement

The Engineer shall conduct an additional public meeting that will inform the Public of changes in project design since the last public meeting held on December 10, 2009.

- A. The Engineer shall provide constraints maps, other necessary exhibits, and assist the Texas Department of Transportation (State) in the presentation.
- B. The meeting will be an open house format.
- C. The Engineer shall prepare for and attend four planning meetings before the public meeting.
- D. Engineer shall develop the elected officials list, tenants list and list of other interested parties. Fort Bend County shall provide the adjacent property owner list.
- E. The Engineer shall:
 - 1. Mail out notices of public meeting
 - 2. Prepare and publish notices to major and local newspaper
 - 3. Reserve public meeting location and conduct public meeting
 - 4. The Engineer shall notify local law enforcement of upcoming public meetings
 - 5. Arrange for onsite meeting security.
- F. Engineer shall compile public comments and responses to comments during the public meeting into a Public Meeting Summary Report.

III. Line Diagrammatic

- A. Develop 2 alternative alignments that provide for a 45mph design speed through the Thompson's Highway/BNSF RR intersection.
- B. Evaluate each alternative for impacts to: ROW taking, ENV issues, RR facilities and cost. Submit evaluation to FBC & TxDOT for selection of preferred alternative alignment.
- C. Using preferred alternative revise schematic.

IV. Environmental Assessment

The Engineer shall revise the current version of the draft environmental assessment document to include discussion of the alteration of the Phase I project design for the at-grade railroad crossing at the FM 2759/FM 762 (Thompson Road) intersection. One of two different options that were developed will be incorporated into the Phase I Build Alternative and described in the document. Potential impacts identified and discussed will include:

- A. Description of differences in total project ROW acquisition between Phase I and Phase II of the proposed project, which includes land use, displacements/relocation, Waters of the United States, ecological resources, hazardous waste impact discussion and archeology (additional proposed ROW on the west side of Crabb

River Road at FM 762 will be surveyed for inclusion in the survey report along with new exhibits).

- B. The Environmental Constraints Map will be updated to include the updated ROW due to the alignment shift.
- C. The Section 404 Wetland Delineation Report will be updated to incorporate the additional ROW required due to the alignment shift, including a field survey and update of exhibits.
- D. The Crabb River Noise Technical Report issued March 16, 2015, as requested by TxDOT, will be revised. New TxDOT modeled traffic for year 2017 will be input to the TNM noise model at TxDOT's direction. Additionally, alternative noise wall scenarios will be modeled considering revisions to noise wall placement due to project phasing. The new results will be posted and revisions to the report text and graphics made. A technical report will be issued upon completion of the model revisions.

ATTACHMENT B
 FEE SCHEDULE
 PRELIMINARY ENGINEERING
 FM2759/FM762 (CRABB RIVER ROAD) IMPROVEMENTS
 1/12/2016

IDC

Task Description	Principal \$70	Project Manager \$64	Project Engineer \$55	ENV Manager \$50	Designer \$32	CADD Tech. \$28	Clerical \$24	Total Labor (Hours)	Direct Labor (Dollars)	Overhead 161.00% (Dollars)	Fixed Fee 12% (Dollars)	Total Amount (Dollars)
I. Project Management												
A. Develop & Maintain												
1. Project Schedules			3			3		6	\$288	\$464	\$90	\$842
2. Monthly Progress Report			6					6	\$384	\$618	\$120	\$1,123
3. Monthly Invoices (6 additional months)			6					6	\$528	\$850	\$165	\$1,543
B. Coord work with County & TxDOT (6 meetings)		18	18	12				48	\$2,742	\$4,415	\$859	\$8,015
C. Coordinate and Monitor ENV Work		4		40				44	\$2,256	\$3,632	\$707	\$6,595
Subtotal	0	37	18	52	3	0	6	116	\$6,198	\$9,979	\$1,941	\$18,118
II. Public Involvement												
A. Prepare Exhibits		1	2	6		8		17	\$698	1,124	219	\$2,040
B. Conduct Public Meeting	2	5	5	40	8			60	\$2,991	4,816	937	\$8,743
C. County/TxDOT Review (4 meetings)		8	8	32	16	32		96	\$3,960	6,376	1240	\$11,576
D. Prepare List of Interested Parties		1		6			8	15	\$556	895	174	\$1,625
E. Meeting Advertisement & Logistics		2		8	20		4	34	\$1,264	2,035	396	\$3,695
F. Prepare Public Meeting Summary Report		1		16	16		8	41	\$1,568	2,524	491	\$4,584
Subtotal	2	18	15	108	60	40	20	222	\$11,037	\$17,770	\$3,457	\$32,263
IV. Line Diagrammatic Schematic												
A. Develop 2 alternative alignments		2	16				8	26	\$1,232	\$1,984	\$388	\$3,601
B. Evaluate each Alignment		2	4					6	\$348	\$560	\$100	\$1,017
C. Rev Alignment/Prof thru Thompson's Highway/BNSF RR		1	3				4	8	\$341	\$549	\$107	\$997
Subtotal	0	5	23	0	0	12	0	40	\$1,921	\$3,093	\$602	\$5,616
Total Labor	2	60	56	160	63	52	26	378	19,156	30,841	6,000	55,997
Direct Costs												
Courier	Unit	Qty	Unit Cost									
	Ea	2	\$50									\$100
Mileage	Mi	160	\$0.55									\$88
Outside Reproduction (Meeting Exhibits, Reports, etc.)	Job	1	\$500									\$500
Meeting Facility Rental	Ea	1	\$370									\$370
Uniformed Security	Ea	2	\$140									\$280
Newspaper Advertising	Ea	2	\$2,712									\$5,424
Postage	Ea	250	\$0									\$123
Total Direct Costs												\$6,885
TOTAL IDC COSTS												\$62,881
Firm	Task								Cost	Total Amount		
									(Dollars)	(Dollars)		
V. ENV Document												
PBQD												
Management & Coordination											\$1,726.00	
Revise EA including Noise Analysis											\$12,258.00	
Public Meeting											\$3,111.00	
Direct Costs											\$855.00	
TOTAL PB												\$17,950.00
ATKINS (PBS&J)												
ENV Constraints Map											\$179.02	
ENV Documentation Revision											\$2,350.29	
Wetlands Delineation Report											\$2,780.18	
Archeology											\$1,417.48	
Management/Coordination/Independent Document Review											\$4,425.40	
Direct Costs											\$387.44	
TOTAL ATKINS												\$11,539.81
TOTAL SUBS												\$29,489.81
TOTAL PROJECT												\$92,371.13

**Scope of Work
Crabb River Road Widening Project
Environmental Assessment**

Crabb River Road Supplemental Scope of Services

IDC has requested PB to perform the following additional scope of work for Crabb River Road Environmental Assessment.

- A. Subconsultant shall attend meetings to plan and coordinate the supplemental scope of services.
- B. Subconsultant shall revise the Crabb River Noise Technical Report issued March 16, 2015.
 - a. As requested by TxDOT, TxDOT modeled traffic for year 2017 will be input to the TNM noise model. The new results will be posted and revisions to report text and graphics made.
 - b. Subconsultant will model alternative noise wall scenarios considering revisions to noise wall placement due to project phasing.
 - c. A revised technical report will be issued upon completion of the model revisions.
- C. Subconsultant shall revise draft environmental assessment document to include discussion of alteration of the Phase I project design for the at-grade railroad crossing at the FM 2759/FM 762 (Thompsons Road) intersection. One of two different alternatives developed by IDC staff will be incorporated into the Phase I Build Alternative and described in the document. Potential impacts will be identified and discussed. Revisions shall also include description of differences in total project ROW acquisition between Phase I and Phase II of the proposed project, which includes displacement/relocation and hazardous waste impact discussion. Revisions to natural resources and archeology will be provided to subconsultant by others.
- D. Subconsultant shall assist in conducting one additional public meeting.
 - 1. The Subconsultant shall provide constraints maps, other necessary exhibits, and assist the IDC, Inc., Fort Bend County and Texas Department of Transportation (State) in the presentation.
 - 2. The meeting shall be an official State function opened and closed by a State.
 - 3. The Subconsultant shall attend one planning meeting before the public meeting.
 - 4. Fort Bend County shall provide the adjacent property owner list.

August, 2015



Atkins North America, Inc.
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Houston, Texas 77079

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Fax: +1.281.493.1047

www.atkinsglobal.com/northamerica

November 4, 2015

Mr. Larry Janak, PE
11111 Wilcrest Green, Suite 250
Houston, Texas 77042

RE: Additional Services for the Crabb River Road Widening Project, Fort Bend County, Texas
Supplemental Agreement No. 5

Dear Mr. Janak:

A Professional Services Agreement, signed and dated October 26, 2009, included a Scope of Services indicating the following tasks that Atkins (formerly PBS&J) would be responsible to complete as part of the Crabb River Road Widening Project: 1) Environmental Constraints Map, 2) Environmental Documentation Preparation, 3) Section 404 Wetland Delineation/Report, 4) Archeology Survey/Report, 5) Public Involvement and 6) NEPA/Environmental Task Management/EA Review. This letter serves as amendment to the original scope to provide additional services for Tasks 1, 2, 3, 4 and 6 due to an alignment shift at FM 762 resulting in additional right-of-way (ROW) on the west side of Crabb River Road.

Task 1 – Environmental Constraints Map

The Environmental Constraints Map will be updated to include the updated right-of-way (ROW) due to the alignment shift.

Task 2 – Environmental Documentation Preparation

The following sections of the Environmental Assessment document will be updated due to the alignment shift: Land Use, Waters of the United States, Ecological Resources, Archeology, and preparation of a Biological Evaluation Form.

Task 3 – Section 404 Wetland Delineation Report

The Wetland Delineation Report and exhibits will be updated to incorporate the additional ROW required due to the alignment shift.

Task 4 – Archeology Survey/Report

1. Field Surveys

The additional proposed ROW on the west side of Crabb River Road at FM 762 will be surveyed for inclusion in the survey report.

2. Documentation

The survey findings of the additional proposed ROW area will be incorporated into the survey report and exhibits.

Task 6 – NEPA/Environmental Task Management/EA Review

The Consultant's Project Manager will be responsible for the oversight of all the activities discussed above. This will include: coordination of daily activities, attend additional meetings due to the design change (assumed 1 meeting (1 hour each) for one person to attend, provide monthly status reports in conjunction with monthly

ATKINS

invoices and provide quality assurance/quality control throughout the duration of the project. Also included is attendance at 1 pre-meeting and 1 public meeting (4 hours each) and QA/QC independent review of the compiled EA.

COST ESTIMATE AND ASSUMPTIONS

Atkins proposes the previously stated scope of services to provide support for an update to the EA.

Task 1	\$ 179.02
Task 2	\$2,350.29
Task 3	\$2,780.18
Task 4	\$1,417.48
Task 6	\$4,425.40
<u>Expenses</u>	<u>\$ 387.44</u>
TOTAL	\$11,539.81

The total cost for this Supplemental Agreement No. 5 is not to exceed, \$11,539.81. Should the scope of work change and additional services are needed, Atkins will provide a supplemental cost estimate to complete the work.

We look forward to continuing our relationship with you on this and other projects. If you have any questions or would like to discuss this estimate in more detail, please call me at 512.342.3333.

Sincerely,

James Lowe

James Lowe
Project Manager

Attachment

Atkins-Crabb River Road - Rabbs Bayou to Lamar ISD Property
Summary of Tasks and Labor Requirements Estimate
Supplemental Agreement No. 5

Task	Project Manager/Sr. Planner	Sr. Scientist	Scientist	GIS Tech	Activity/Hours	Activity/Cost
	Contract Rate	\$158.05	\$126.07	\$80.34	\$89.51	
1.0 Environmental Constraints Map						
Update ROW					2	\$179.02
	Subtotal	0	0	0	2	\$179.02
2.0 Environmental Documentation Preparation						
Geology, Soils and Prime/Unique Farmlands					0	\$0.00
Floodplains and Drainage Patters					0	\$0.00
Water Quality					0	\$0.00
Waters of the United States			2	2	6	\$591.84
Ecological Resources (BE Form)	1	10	2	2	0	\$1,758.45
ICI						\$0.00
	Subtotal	1	12	4	6	\$2,350.29
3.0 Section 404 Wetland Delineation / Report						
Field Delineation			2	2	4	\$412.82
Report, JD Forms, Data Forms, Mapping			4	4	12	\$1,183.68
Verification / Revised Report / Coordination w USACE			4	4	12	\$1,183.68
	Subtotal	0	10	10	8	\$2,780.18
4.0 Archeology						
Prefield					0	\$0.00
Survey			2	2	4	\$412.82
Documentation			4	4	10	\$1,004.66
	Subtotal	0	6	6	14	\$1,417.48
6.0 NEPA/Environmental Task Management/EA Review						
Management	10				10	\$1,580.50
Meetings (2) (Pre-meeting and Public Meeting Attendance)	8				8	\$1,264.40
EA Review	10				18	\$1,580.50
	Subtotal	28	0	0	0	\$4,425.40
	TOTAL				86	\$11,152.37

Atkins-Crabb River Road - Rabbs Bayou to Lamar ISD Property
 Summary of Tasks and Labor Requirements Estimate
 Supplemental Agreement No. 5

Project Cost Item	Amount	Unit	Rate	Total
Mileage	668	MILE	\$0.58	\$387.44
Records Curation	0	DRW	\$1,455.30	\$0.00
Printing and Photocopying				
Photocopies 8.5 X 11	0	EA	\$0.10	\$0.00
Photocopies 11 X 17	0	EA	\$0.15	\$0.00
Color Photocopies 8.5 X 11	0	EA	\$1.00	\$0.00
Color Photocopies 11 X 17	0	EA	\$1.80	\$0.00
Meals	0	DAY	\$36.00	\$0.00
Editing	0	HR	\$65.00	\$0.00
Overnight Delivery Services	0	EA	\$15.00	\$0.00
TOTAL				\$387.44

ATTACHMENT B-1

SUPPLEMENTAL FUNDING REQUIRED
11/30/2015

Cost of Additional Services	\$92,371.13
Cost of Services previously performed but not included in current Purchase Order	<u>\$37,652.04</u>
Supplemental Amount	\$130,023.17

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-3739

Date Filed:
01/19/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

IDCUS Inc. dba IDC, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

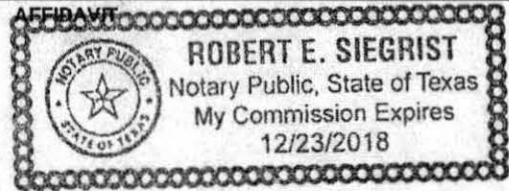
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

14-025
Second Amendment to Professional Environmental & Preliminary Engineering Services Agreement - Crabb River Road Preliminary Engineering FM 2759 / FM 762

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said LARRY FRANK TANAK, this the 19TH day of JANUARY, 20 16, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

ROBERT E SIEGRIST

Printed name of officer administering oath

Notary Public

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 IDCUS Inc. dba IDC, Inc.
 Houston, TX United States

Certificate Number:
 2016-3739

Date Filed:
 01/19/2016

Date Acknowledged:
 01/26/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

14-025

Second Amendment to Professional Environmental & Preliminary Engineering Services Agreement - Crabb River Road Preliminary Engineering FM 2759 / FM 762,

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath