

STATE OF TEXAS §
COUNTY OF FORT BEND §

**AMENDMENT NO. 2 TO WORK AUTHORIZATION NO. 2
AGREEMENT FOR PLANNING, ENGINEERING, ENVIRONMENTAL ANALYSIS AND DESIGN
SOQ 14-027**

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 Lockwood, Andrews & Newnam, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Work Authorization No. 2 on November 3, 2015, and as amended on September 6, 2016, (hereinafter "WA No.2) attached hereto as ATTACHMENT A and incorporated by reference herein for all purposes; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement to the same extent as if fully set forth verbatim therein:

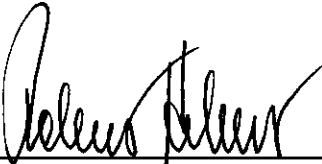
NOW, THEREFORE, the parties do mutually agree as follows:

1. Work Authorization No. 2's Scope of Work will be amended to include those services described in "ADDITIONS TO SCOPE OF WORK", attached hereto as ATTACHMENT B.
2. The maximum amount available to perform Services for Work Authorization No. 2 shall be decreased by one hundred and fifty-nine thousand nine hundred and ninety dollars and no/100 cents (\$159,990.00) bringing the new Total Maximum Compensation for Work Authorization No. 2 to one million two hundred forty thousand eight hundred seventy-one dollars and no/cents (\$1,240, 871.00). In no case shall the amount paid by the County for Services exceed the Maximum Compensation without prior written approval by both parties.
3. Work Authorization No. 2's Schedule and Pay Schedule will be replaced with the REVISED SCHEDULE AND PAY SCHEDULE, attached hereto as ATTACHMENT C.
4. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Second Amendment to Work Authorization No. 2 and WA No. 2 or Amendment 1 to Work Authorization No. 2 the provisions of this Second Amendment shall prevail with regard to the conflict.

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

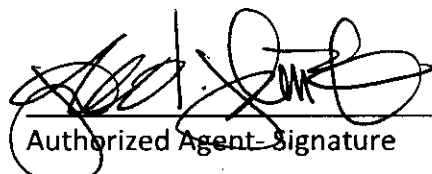
IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY



Robert E. Hebert, County Judge
5-2-2017

**LOCKWOOD, ANDREWS &
NEWNAM, INC.**



Authorized Agent- Signature
JON D. JELINEK

Authorized Agent- Printed Name

ATTEST:

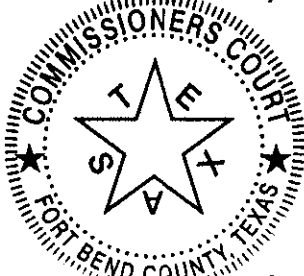


Laura Richard, County Clerk

ASSOCIATE

Title
4/21/17

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,240,871.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

ATTACHMENT A

WORK AUTHORIZATION 2 and FIRST AMENDMENT TO WORK AUTHORIZATION 2

ATTACHMENT B

ADDITIONS TO WORK AUTHORIZATION NO.2 SCOPE OF WORK

**ADDITIONS TO SCOPE OF WORK
LOCKWOOD, ANDREWS AND NEWNAM, INC.**

The scope of work for Work Authorization No. 2 is amended to include the following:

DESIGN

Contractor shall perform design work necessary for completion of a retaining wall at designated locations on Bamore Road and a waterline extension from the source connection through the termination of the Bamore Road extension. Location of the retaining wall and waterline shall be approved by County. Design work to be conducted in accordance with the Scope of Work attached to Work Authorization 2. As the project has reached 95% design document submission contractor need only submit one interval design document for review prior to submission of final design documents.

ENVIRONMENTAL

Noise and Vibration Analysis Basic Services

Contractor shall perform a noise and vibration study in accordance with FTA guidelines. At a minimum, based on FTA guidance, a screening procedure for noise and vibration shall be conducted for the facility and documented in a technical memorandum. The results of the screening procedure are to be used to determine further activities per FTA guidance. Contractor to consult with Fort Bend County when reviewing facility design documents to determine noise originating areas. It is not anticipated at this time that further activities will be required in relation to vibrations concerns. Should the screening procedure for vibration impacts indicate otherwise, Contractor and County shall develop and negotiate the related scope, costs and schedule in a separate work authorization.

Contractor shall identify and document sensitive receivers and the distance from the proposed facility to all identified receivers.

For noise impacts, scope shall include at a minimum, one 24-hour noise measurement per FTA requirements at identified sensitive receivers. At a minimum, an ambient noise measurement shall be conducted in the residential neighborhood immediately adjacent to the planned facility to document existing noise. Measured noise data will be analyzed and the noise levels found during the measurement reported. The measured noise levels will then be used to conduct an FTA analysis of the proposed facility.

A noise impact and vibration impact assessment shall be conducted for the proposed facility. The assessment will include an assessment of operations at the site, including maintenance, idling buses, washing facilities and any other significant noise sources. The assessment will identify any noise impacts from the facility and any mitigation if required. The assessment and any potential mitigation will also include predictive assessment at sensitive receivers for the as built, 10 and 20 year build scenarios for the proposed facility.

Findings are to be summarized (inclusive of all technical memorandums) in a draft report to be reviewed by County. The draft report shall document the existing noise measurement, the FTA criteria and assessment methodology, and the results of the impact assessment of the proposed facility for the as built, 10 and 20 year build scenarios. If mitigation is identified, a summary of the mitigation options where the predicted levels exceed the FTA impact thresholds to meet FTA noise impact criteria shall be provided. County shall review the draft report and seek comments from FTA. Contractor will address any questions or comments from the County or FTA, verbally or in writing as requested and applicable during the draft review period. Upon completion of the draft report review, Contractor shall make report changes as applicable and submit a final report to County.

Contractor to participate as requested in any meetings or conference calls during the course of work and report review period. Contractor will address any questions or comments from the County or FTA, verbally or in writing as requested and applicable during the entire course of work and the report review period.

Additional Comment Review

After completion and submission of the final report contractor may be asked to respond to additional questions or comments from County and/or FTA. Such services shall be authorized and paid only if needed via a separate notice to proceed.

ATTACHMENT C

REVISED SCHEDULE AND PAY SCHEDULE TO WORK AUTHORIZATION NO. 2

REVISED SCHEDULE AND PAY SCHEDULE TO WORK AUTHORIZATION NO. 2

SCHEDULE

TASK	DUE DATE
Submission of draft design –Bamore Road Retaining Wall	Within 10 business days of the date of execution of Amendment No. 2 to Work Authorization No. 2
Submission of draft design – Waterline Extension	Within 10 business days of the date of execution of Amendment No. 2 to Work Authorization No. 2
Submission of final design documents for Bamore Road Retaining Wall and/or Waterline Extension	Within 5 business days of receipt of County's comments on the draft design submissions for Bamore Road Retaining Wall and/or Waterline Extension
Conduct Noise/Vibration Analysis	To begin upon the date of execution of Amendment No. 2 to Work Authorization No. 2
Submission of Noise/Vibration Analysis Draft Report	Completed within 10 business days of the date of execution of Amendment No. 2 to Work Authorization No. 2
Submission of Noise/Vibration Analysis Final Report	Within 5 business days of receipt of County and FTA Comments on the Noise/Vibration Analysis Draft Report.
AUTHORIZED ONLY IF NEEDED	
Response to Additional FTA Comments on Noise/Vibration Analysis	Within 5 business days of receipt of Additional County and FTA Comments on the Noise/Vibration Analysis Draft Report.

PAYMENT SCHEDULE

TASK	PAYMENT SCHEDULE	Total Not to Exceed
Basic Services- Final Design of Bamore Road Retaining Wall	100% at Task Completion and County's Acceptance of Services Performed	\$4,250
Basic Services- Final Design of Waterline Extension	100% at Task Completion and County's Acceptance of Services Performed	\$4,360
Basic Services-Environmental- Noise and Vibration Analysis Report	100% upon receipt of FTA comments and County's Acceptance of Final Environmental Noise and Vibration Analysis Report	*\$17,550
PAID ONLY IF NEEDED		
Environmental- Noise and Vibration Analysis Additional Comment Review (providing response to additional FTA comments if requested).	100% upon task completion and County's Acceptance of Services Performed	*\$4,450

*Pricing includes any and all travel expenses.

***The overall payment schedule for Work Authorization 2 (Part II)
is revised to reflect the following corrections and additions:***

	WA 2 PLUS AMEND 1 TO WA 2	AMENDMENT 2 TO WORK AUTHORIZATION 2	WA TOTALS
DESIGN COSTS			
BASE FEE	1,082,631	-186,990	895,641
FUEL SYSTEM PACKAGED		25,000	25,000
RECYCLE BUS WASH PACKAGE		25,000	25,000
OIL/WATER SEPARATOR		10,000	10,000
VEHICLE LIFTS/COMP.AIR		20,000	20,000
SUBTOTAL FACILITY	1,082,631	-106,990	975,641
BAMORE	188,000		188,000
Total Base Fee-Design	1,270,631	-106,990	1,163,641
OTHER SERVICES			
SURVEY			0
SITE SELECTION-(ADVANCE PLANNING/PER)			0
ENVIRONMENTAL		22,000	22,000
MODIFY EXISTING FUEL DEPOT	55,000	-55,000	0
OBTAIN ROW FOR BAMORE EXTENSION	15,000	-15,000	0
FFE OFFICE SPACE TURN KEY	42,680		42,680
FFE MAINTENANCE TURNKEY	3,750		3,750
LONP PREPARATION	8,800		8,800
PEER REVIEW	5,000	-5,000	0
Total Other Services	130,230	-53,000	77,230
Grand Total	1,400,861	-159,990	1,240,871

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.

Lockwood, Andrews & Newnam, Inc.
Houston, TX United States

Certificate Number:
2017-197372

Date Filed:
04/24/2017

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

Date Acknowledged:

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 services, goods, or other property to be provided under the contract.

SOQ 14-027
Amendment Engineering Services

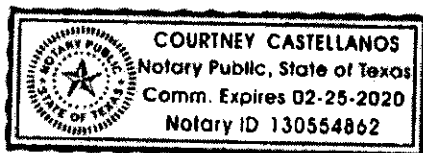
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daly, III, Leo	Washington, DC United States	X	
	Petersen, Dennis	Houston, TX United States	X	
	Chrostek, John	Omaha, NE United States	X	
	Benes, Edward	Houston, TX United States	X	
	Brader, James	Omaha, NE United States	X	
	Curry, W. Derrell	Houston, TX United States	X	
	Boyd, J. Anthony	Houston, TX United States	X	
	Cohen, Arnold	Austin, TX United States	X	
	Vajdani, Sima	Los Angeles, CA United States	X	

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]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jon Jelinek, this the 24 day of April, 2017, to certify which, witness my hand and seal of office.

[Signature] Courtney Castellanos Notary Public
Signature of officer administering oath Printed name of officer administering oath 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.**

Lockwood, Andrews & Newnam, Inc.
Houston, TX United States

Certificate Number:
2017-197372

Date Filed:
04/24/2017

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

Date Acknowledged:
05/02/2017

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 services, goods, or other property to be provided under the contract.

SOQ 14-027
Amendment Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daly, III, Leo	Washington, DC United States	X	
	Petersen, Dennis	Houston, TX United States	X	
	Chrostek, John	Omaha, NE United States	X	
	Benes, Edward	Houston, TX United States	X	
	Brader, James	Omaha, NE United States	X	
	Curry, W. Derrell	Houston, TX United States	X	
	Boyd, J. Anthony	Houston, TX United States	X	
	Cohen, Arnold	Austin, TX United States	X	
	Vajdani, Sima	Los Angeles, CA United States	X	

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