

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
 PROFESSIONAL ENGINEERING SERVICES**

THIS 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 Ninyo & Moore Geotechnical and Environmental Sciences Consultants, (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 June 27, 2017, (hereinafter "Agreement"), pursuant to SOQ 14-025; and

WHEREAS, the parties desire to amend the Agreement for additional engineering services to be provided and increase the total Maximum Compensation available to perform such services.

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

1. County shall pay Contractor an additional eighteen thousand five hundred dollars and no/100 (\$18,500.00) for the additional engineering services as described in Contractor's Notice of Change dated August 9, 2018, attached as Exhibit "A" hereto and incorporated herein for all purposes; and
2. The Maximum Compensation payable to Contractor for all Services rendered under the Agreement and this Amendment is hereby increased to an amount not to exceed one hundred thirty-seven thousand four hundred dollars and no/100 (\$137,400.00), authorized as follows:
 \$118,900.00 under the Agreement; and
 \$18,500.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment thereof exceed the Maximum Compensation without written amendment executed by the parties.

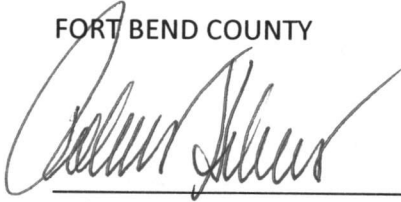
4. Certain State Law Requirements for Contracts

- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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

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FORT BEND COUNTY



Robert E. Hebert, County Judge

NINYO & MOORE GEOTECHNICAL AND
ENVIRONMENTAL SCIENCES CONSULTANTS



Jay T. Sunderwala, P.E., Managing Principal

October 19, 2018

Date

Date

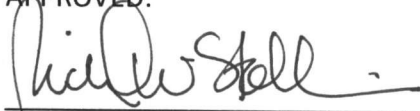
ATTEST:



Laura Richard, County Clerk



APPROVED:



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

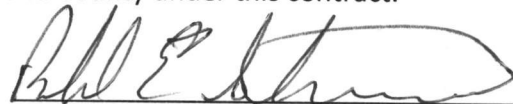
APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 137,400 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

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EXHIBIT A



NOTICE OF CHANGE

Project Name: Cane Island Parkway, FM 1463 to IH-10

Project No.: 700316003

Date: August 9, 2018


This transmittal is to provide written authorization associated with additional fees related to the above referenced project.

Based on our review of reports, production during construction was slower than anticipated due to delays. This has extended the completion date by approximately 3 to 4 months. This will result in several additional trips for testing and coring for the asphalt roadway. We have attached a cost sheet detailing our estimate of services remaining to complete testing in accordance with Fort Bend County and TxDOT requirements.

We appreciate the opportunity to be of service to you on this project.

Original Authorized Budget:	\$	118,900.00
Previous Changes:	\$	0.00
Current Change:	\$	18,500.00
Current Authorized Budget		\$ 137,400.00

Ninyo & Moore
Representative:


Jay T. Sunderwala, PE, Principal

8/9/18
Date

Client:

Date

Change Order 1 - Breakdown of Estimated Fee

ROADWAY FILL

Engineering Technician								
Paving Subgrade	5 days	@	8	hours/day	@	\$ 50.00 /hour	\$	2,000.00
Engineering Technician (OT)	3 days	@	2	hours/day	@	\$ 75.00 /hour	\$	450.00
Vehicle Usage Charge			46	hours	@	\$ 9.00 /hour	\$	414.00
Nuclear Density Gauge			46	hours	@	\$ 10.00 /hour	\$	460.00
Laboratory Testing								
Standard Proctor Density, D 698			1	sample	@	\$ 175.00 /sample	\$	175.00
200 Wash			1	sample	@	\$ 45.00 /sample	\$	45.00
Atterberg Limits			1	sample	@	\$ 55.00 /sample	\$	55.00
Subtotal							\$	3,599.00

ASPHALT PAVING

Engineering Technician								
Density Testing	10 days	@	8	hours/day	@	\$ 50.00 /hour	\$	4,000.00
Vehicle Usage Charge			80	hours	@	\$ 9.00 /hour	\$	720.00
Nuclear Density Gauge			80	hours	@	\$ 10.00 /hour	\$	800.00
Laboratory Testing								
Extraction/Gradation			13	samples	@	\$ 190.00 /sample	\$	2,470.00
Hveem Stability			4	sets	@	\$ 90.00 /sample	\$	360.00
Bulk Density Lab Molded Samples			4	sets	@	\$ 50.00 /sample	\$	200.00
Molding Specimens			4	sets	@	\$ 55.00 /sample	\$	220.00
Maximum Theoretical Unit Weight			13	samples	@	\$ 80.00 /sample	\$	1,040.00
Asphalt Coring (includes testing)			7	samples	@	\$ 185.00 /sample	\$	1,295.00
Subtotal							\$	11,105.00

CONCRETE

Engineering Technician								
Concrete Curb	1 day	@	8	hours/day	@	\$ 50.00 /hour	\$	400.00
Concrete Sidewalk	2 days	@	6	hours/day	@	\$ 50.00 /hour	\$	600.00
Cylinder Pickups (no charge if already onsite for other services)	3 days	@	4	hours/day	@	\$ 50.00 /hour	\$	600.00
Vehicle Usage Charge			32	hours	@	\$ 9.00 /hour	\$	288.00
Compression Tests of Cylinders	3 sets	@	4	samples/set	@	\$ 60.00 /set	\$	180.00
Subtotal							\$	2,068.00

ENGINEERING REVIEW, CONSULTATION AND DATA PROCESSING

Principal Engineer	3	hours	@	\$ 165.00 /hour	\$	495.00
Project Manager	10	hours	@	\$ 80.00 /hour	\$	800.00
Data Processing, Technical Editing, or Reproduction	10	hours	@	\$ 40.00 /hour	\$	400.00
Subtotal						\$ 1,695.00

TOTAL ESTIMATED FEE

\$ 18,467.00

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.

Ninyo & Moore
Houston, TX United States

Certificate Number:

2018-417046

Date Filed:

10/19/2018

Date Acknowledged:

11/06/2018

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

1

Construction Materials Testing and Observation Services - Cane Island Parkway, FM 1463 to IH-10, Fort Bend County - Amendment 1

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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)