

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 HR Green, Inc., (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 May 22, 2018, (hereinafter "Agreement") pursuant to SOQ 14-025; and

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

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

1. County shall pay Contractor an additional one hundred thirty thousand six hundred fifty dollars and no/100 (\$130,650.00) for the additional engineering services as described in Contractor's proposal dated January 17, 2019 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed seven hundred thirty-four thousand seven hundred fifty dollars and no/100 (\$734,750.00), authorized as follows:
 - \$604,100.00 under the Agreement; and
 - \$130,650.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without further written agreement executed by the parties.

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

FORT BEND COUNTY

HR GREEN, INC

KP George
KP George, County Judge

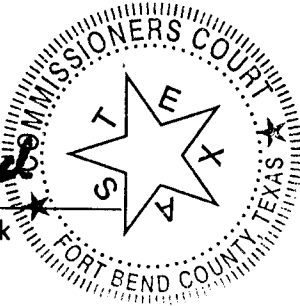
David Dougherty
David Dougherty, President - Transportation

2-26-2019
Date

Feb. 14, 2019
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 \$130,650.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Burney\17207\Amend 1 - Pro Eng Svcs.Burney.HRG.docx.2/12/2019

EXHIBIT A



HRGreen

▷ 11011 Richmond Avenue | Suite 200 | Houston, TX 77042
Main 713.965.9996 + Fax 713.965.0044 + TBPE Firm F-11278

January 17, 2019

Mr. Richard Stolleis, PE
Fort Bend County Engineer
301 Jackson St., Suite 401
Richmond, TX 77469

Re: Proposal for Old Richmond Road Extension from the Intersection of Burney-Old Richmond Road to Highway 6 including an Eastbound Turn Lane widening at Highway 6, and redesign of Burney Road from West Bellfort to Panhandle Drive. Mobility Bond Project No 17207

Attention: Don Durgin

HR Green is submitting this proposal to perform engineering and construction phase services for extension of project limits for the Burney-Old Richmond Road Mobility Bond Project No 17207. This proposal includes Final Design Phase, Bid Phase and Construction Phase Services, and Additional Services.

This proposal is based on our understanding of the project limits revision as discussed with RPS/Infrastructure and Fort Bend County Engineering staff during preliminary design meetings. This proposal presents a general project overview with preliminary construction cost estimate, scope of service and proposed fee.

GENERAL OVERVIEW

The revised project limits include the reconstruction of approximately 1,000-feet of Old Richmond Road from the intersection of Burney-Old Richmond Road to Highway 6 including an eastbound turn lane widening west of Highway 6. The existing roadway consists of 2-lane asphalt pavement with roadside ditches. The proposed improvements east of Highway 6 include a 3-lane, 38-ft wide concrete curb and gutter section with six foot wide sidewalks on both sides of the roadway and curb inlets with storm sewer drainage. The scope of work also includes the redesign of Burney Road from West Bellfort Boulevard to Panhandle Drive. The proposed roadway within these limits will consist of four concrete curb and gutter lanes with inlets, storm sewer and sidewalks on both sides of the roadway. Additionally, approximately 200-ft of roadway improvements will be included on Panhandle Drive with ADA ramps at all intersections. Project scope includes all necessary TxDOT coordination and permits.

PROPOSED FEE

The proposed fee includes Final Design Phase, Bid and Construction Phase Services, including sub-consultant services, and Additional Services. Design Phase Services will be invoiced on a lump sum fee basis. Construction Phase Services will be invoiced on Time and Materials. Billing rates are based on raw labor rates time a multiplier of 3.00. Reimbursable expenses are only reimbursable during Bid and Construction Phase Services.

Final Design (LS)

Final Design	\$ 104,900.00
---------------------	----------------------

Bid and Construction Phase Services (T&M)

Bid and Construction Phase Services	\$5,500.00
--	-------------------

1. Additional Services (LS)

Amend Topographic Survey	\$ 8,000.00
--------------------------	-------------

Establish Additional Control Maps	\$ 6,000.00
-----------------------------------	-------------

Amend Survey Control Maps	\$ 2,000.00
---------------------------	-------------

Geotechnical Investigations	\$ 4,250.00
-----------------------------	-------------

Additional Services	\$ 20,250.00
----------------------------	---------------------

Total Services	\$130,650.00
-----------------------	---------------------

SCOPE OF SERVICES

Scope of services will be in accordance with the 2017 Mobility Bond Program Summary of Design Process.

Final Design

Final design will include the preparation of construction drawings and specifications with interim submittals at the 95% percent complete with drawings, specification (and/or special specifications, as applicable), and a construction cost estimate.

Applicable design criteria include, in order of priority, (1) Any Fort Bend County Engineering or Drainage District criteria/standards, including the Fort Bend County Drainage Criteria Manual (Fort Bend County Drainage District, November 1987, revised April 1999), (2) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (3) Guidelines for Engineers Having Contracts with Harris County, Texas (Harris County Public Infrastructure Department, 1987), (4) applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), and (5) the Infrastructure Design Manual (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents). Municipalities with the project limits may review submittals.

The 95% submittal should be considered complete with 95% interim seal, and shall include all of the 70% requirements (Refer to 2017 Mobility Bond Program Summary of Design Process for submission requirement details) plus the following:

- General notes sheet
- Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)
- Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Responses to review comments

The 100% design submittal will consist of one sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications and estimate. HR Green will coordinate and provide plans for TDLR review and will make changes if necessary for their acceptance. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

Bid and Construction Phase Services

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to the Design Consultant in PDF format. The Design Consultant will prepare a single project manual file in PDF format, consisting of:

- Administrative documents
- The bid form (prepared by the Design Consultant)
- A sealed specification table of contents
- Applicable specifications and documents

HR Green will prepare a single file in PDF format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

HR Green will prepare 27 compact discs, each with one project manual file and one drawing file. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and two discs will be provided to the Project Manager. No printed documents are to be provided.

HR Green will attend a pre-bid meeting at the County Purchasing Office and will provide a brief description of the project at the meeting.

HR Green will provide responses to bidder questions as well as any other required changes to be included in an addendum as necessary distributed by the County Purchasing Agent. The bid tabulation will be prepared by the GEC.

HR Green will attend a pre-construction meeting with County staff, GEC, general contractor, and construction materials testing contractor and provide drawing and project manual sets at the pre-construction meeting. HR Green will review contractor submittals and respond to Requests for Information.

Field visits and progress meetings will not be provided unless requested by the County. Surveyor will re-establish survey control during construction.

HR Green will participate in a substantial completion walkthrough and after project completion, prepare record drawings based on contractor as-built markups. Paper record drawings will be submitted to the County.

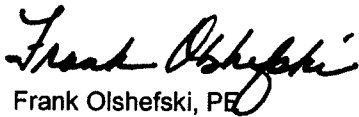
All bid and construction phase services will be paid on a time-and-materials basis with an agreed upon not-to-exceed fee. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at designated billing rates.

NOT INCLUDED IN SCOPE OF SERVICES ASSUMPTIONS:

- Environmental Investigations - The consultant that reports directly to the county will be responsible for the identification and assessment of any environmental problems associated with the project. Minimum to no environmental mitigation is expected.
- Detention Pond – No detention pond hydraulic analysis is included in this proposal.

HR Green appreciates the opportunity to submit this proposal and we look forward to working with you and your staff on this important project. Please call if you have any questions or comments.

Sincerely,



Frank Olshefski, PE

Regional Director

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.

HR Green, Inc.
Houston, TX United States

Certificate Number:
2019-452750

Date Filed:
02/14/2019

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:
02/26/2019

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.

14-025 Amendment 1
Mobility Bond 17207-Burney Old Richmond-HRG#160414

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dougherty, David	Des Moines, IA United States	X	
	Poppen, Jason	Houston, TX United States	X	
	Hogan, Patrick	Cedar Rapids, IA United States	X	
	White, Richard	Cedar Rapids, IA United States	X	
	Protsch, Eliot	Cedar Rapids, IA United States	X	
	Heyer, Steven	Cedar Rapids, IA United States	X	
	Zahn, Dawn	Sioux Falls, SD United States	X	
	Moermond, David	Des Moines, IA United States	X	

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)