

STATE OF TEXAS §
 §
 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 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, as amended by document approved on November 6, 2018, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further 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 two thousand dollars and no/100 (\$2,000.00) for the additional engineering services as described in Contractor's Notice of Change dated October 25, 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, the Amendment and the Second Amendment is hereby increased to an amount not to exceed one hundred thirty-nine thousand four hundred dollars and no/100 (\$139,400.00), authorized as follows:
 - \$118,900.00 under the Agreement;
 - \$18,500.00 under the Amendment; and
 - \$2,000.00 under this Second 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.

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

EXHIBIT A



NOTICE OF CHANGE

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

Project No.: 700316003

Date: October 25, 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 for the asphalt portion of the project was slower than anticipated. This resulted in an additional trip for testing and additional coring for the asphalt roadway. We have attached a cost sheet detailing our cost of services required 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:	\$	18,500.00
Current Change:	\$	2,000.00
Current Authorized Budget		\$ 139,400.00

Ninyo & Moore
Representative:


Jay T. Sunderwala, PE, Principal

10/25/2018
Date

Client:

Date



CHANGE ORDER
NO. 2

Project: Cane Island Parkway
Location: Fort Bend County, Texas

Project No.
700316001

Asphalt Paving

Engineering Technician

Density Testing	1	days @	8	hours\day @	\$50.00	\hour	\$400.00
Nuclear Density Gauge	8	hours @	\$10.00	\hour			\$80.00
Vehicle Usage Charge	8	hours @	\$9.00	\hour			\$72.00
Laboratory Testing							
Extraction/Gradation	1	samples @	\$190.00	\sample			\$190.00
Hveem Stability	1	set @	\$90.00	\set			\$90.00
Bulk Density Lab Molded Samples	1	set @	\$50.00	\set			\$50.00
Molding Specimens	1	set @	\$55.00	\set			\$55.00
Maximum Theoretical Unit Weight	1	samples @	\$80.00	\sample			\$80.00
Asphalt Coring (Includes testing)	4	samples @	\$185.00	\sample			\$740.00

Asphalt & Concrete Subtotal \$1,757.00

Engineering Review, Consultation, and Data Processing

Project Manager

1 hours @ \$80.00 \hour \$80.00

Principal Engineer

1 hours @ \$165.00 \hour \$165.00

Data Processing

1 hours @ \$40.00 \hour \$40.00

Engineering Subtotal \$285.00

Total Cost Estimate for Materials Testing Services \$2,042.00

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**

Certificate Number:
 2019-462006

Date Filed:
 03/11/2019

Date Acknowledged:
 03/26/2019

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

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 2

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)