

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 Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA Engineering, (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 23, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by document executed on February 28, 2017, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional construction phase services, extend the Time of Performance, 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 forty thousand seven hundred nineteen dollars and 12/100 (\$40,719.12) for the additional construction phase services as described in Contractor's Change Order No. 2 dated June 5, 2018, as revised March 27, 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 five hundred one thousand two hundred thirty-one dollars and 62/100 (\$501,231.62), authorized as follows:
  - \$450,000.00 under the Agreement
  - \$10,512.50 under the Amendment; and
  - \$40,719.12 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment exceed the Maximum Compensation without further written agreement executed by the parties.
4. The parties hereby agree that the terms of the Agreement have remained in effect from the time of execution, and the Time of Performance under the Agreement shall hereby be extended to end no later than December 31, 2019.

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Second Amendment to Agreement for Professional Engineering Services  
 2013 Mobility Bond Project No. 13306

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# EXHIBIT A



TBPE No. F-726  
TBPLS No. 10092300

June 5, 2018  
Revised: March 27, 2019

Mr. Stacy Slawinski  
Interim County Engineer  
Fort Bend County Engineering  
301 Jackson Street  
Richmond, Texas 77469

Re: Change Order No. 2 for Additional Construction Phase Services  
for Cane Island Parkway from the Intersection of FM 1463  
to the North Bank of Willow Fork Bayou, Fort Bend County, Texas  
EHRA Project No. 121-019-51-03

Dear Mr. Slawinski:

Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA (Engineer) is submitting this supplemental contract amendment as requested by Fort Bend County (Client), for additional construction phase services for Cane Island Parkway, from the Intersection of FM 1463 to the North Bank of Willow Fork Bayou (Project), Fort Bend County, Texas.

This proposal is subject to the terms and conditions of the Agreement for Professional Engineering Services, between Fort Bend County and EHRA, dated June 15, 2015.

### SCOPE OF SERVICES

Services under this contract amendment include:

#### TASK 1: CONSTRUCTION PHASE SERVICES

Provide additional construction phase services as requested by the Contractor and the Construction Manager, including the completed items listed below.

1. Coordination for relocation of the Hilcorp pipeline to the south end of the project. (June 2017)
2. Outfall modifications due to environmental permitting. (June 2017)
3. Relocation of Living Earth driveways. (June 2017)
4. Coordination for fencing issue across Buffalo Bayou. (July 2017)
5. Reviewed Contactor's quantities for zero load slab. (August 2017)
6. Coordination with utility companies for drainage across Bain property. (October 2017)

7. Revised plans to provide cross-culvert and stub out from Bain's property. (October 2017)
8. Additional bank stabilization after Hurricane Harvey. (November 2017)
9. Moved MH B8 and adjusted the profile on the north side to avoid pipeline conflict. (November 2017)
10. Reviewed embankment quantities for detour material to be used on Phase 2. (December 2017)
11. Review of structural steel quantities. (December 2017)
12. Coordination for abandoned pipe on the north end that AECOM said was in conflict with subgrade. (January 2018)
13. TEDSI added LPCB to protect cross-culvert. (January 2018)
14. Coordination for buried cross culvert-pipe discovered by the Contactor. (March 2018)
15. Coordination for Speed Limit determination. (March 2018)
16. Coordination with AECOM and Contractor for alternative concrete mix design on bridge due to normal mix pump truck issues. (March 2018)
17. Coordination with Ninyo & Moore and TxDOT for asphalt stabilized base testing and requirements. (April 2018)
18. Verification that the concrete block around the 60-inch storm sewer outfall is still applicable to HCPCD Articulating Concrete Block standard. (April 2018)
19. Prepare a Standard Land Survey map and metes and bounds for the portion of the Fort Bend County tract on the east side of Cane Island Parkway, adjacent to the Everitt tract.
20. Re-establish survey controls.
21. Survey location of the new Hilcorp pipeline at south end of the project.
22. Preliminary exhibits and cost estimate for exclusive right-turn lane at Cane Island Parkway and FM 1463 (December 2018 & January 2019)
23. Walk through of the project site and provide recommendations for bridge joint replacement.

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Mr. Stacy Slawinski  
June 5, 2018  
Revised: March 27, 2019  
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Engineer provided the above-described Scope of Services to Client on an hourly basis in the amount of \$35,719.12.

In addition to the above-mentioned services, Engineer proposes to provide record drawing preparation once the project has been closed and as-built drawings are received from the construction management services agency. EHRA proposes to provide record drawing services to Client on an hourly basis in the amount of \$5,000.00. The total compensation amount for Change Order No. 2 will be \$40,719.12. Any work not specified above that may arise will be considered an Additional Service and as such, Engineer will not proceed with any Additional Services without prior written authorization by Client.

**EDMINSTER, HINSHAW, RUSS  
& ASSOCIATES, INC. d/b/a EHRA**

By: Sivaji Senapathi  
Sivaji Senapathi, P.E.  
Associate | Practice Area Leader  
Public Infrastructure

Date: 3-27-2009

By: James B. Russ  
James B. Russ  
President

Date: MARCH 27, 2019

SS/lm



# 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.**  
 Edminster Hinshaw Russ & Associates, Inc. d/b/a EHRA Engineering  
 Houston, TX United States

**Certificate Number:**  
 2019-475706

**Date Filed:**  
 04/11/2019

**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:**  
 04/23/2019

**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.**  
 2013 Mobility Bond  
 Project No. 13306; Professional engineering services for Cane Island Parkway fm FM1463 to Willow Fork; CO#2 Add'l Services (EHRA #121-019-51-03)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Edminster, III, Truman	Houston, TX United States	X	
	Russ, James B.	Houston, TX United States	X	
	Syed, Aqil Hasan	Houston, TX United States	X	
	Mueller, Don	Houston, TX United States	X	
	Swann, Vally	Houston, TX 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)