

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 May 22, 2018, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by document executed 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 for such additional services.

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

1. County shall pay Contractor an additional sixty-six thousand nine hundred seventy dollars and no/100 (\$66,970.00) for the additional engineering services as described in Contractor's Change Order No. 2 dated March 11, 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 sixty-two thousand nine hundred forty-eight dollars and no/100 (\$562,948.00), authorized as follows:
 - \$411,898.00 under the Agreement;
 - \$84,080.00 under the Amendment; and
 - \$66,970.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment exceed the Maximum Compensation without further written agreement executed by the parties.

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

EXHIBIT A



TBPE No. F-726
TBPLS No. 10092300

March 11, 2019

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

Re: Change Order No. 2 for the Design of Cane Island Parkway – Phase 2
from Intersection of FM 1463 to IH-10, Fort Bend County, Texas
EHRA No. 121-019-52
County P.O. 166464

Dear Mr. Slawinski:

Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA (Engineer) is pleased to submit this supplemental proposal for professional engineering services, as requested by Fort Bend County (Client), for the design of Cane Island Parkway - Phase 2, from the Intersection of FM 1463 to IH-10 (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 May 22nd, 2018.

SCOPE OF SERVICES

Professional Engineering services in Change Order No. 2 are as follows:

I. Roadway Design (EHRA Engineering)

EHRA understands that the following items have been added to the original scope of work per TxDOT recommendations:

1. South Intersection Improvements
 - i. Exclusive right-turn lane off of FM 1463, going north to east.
 - ii. Revision to FM 1463 intersection to provide raised median island and directional left-turn lane island.
2. North Intersection Improvements
 - i. Eastbound IH-10 connector road to southbound Cane Island Parkway right-turn lane at north end tie-in.

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- ii. Provide longer transition length (maintain 8-ft minimum shoulder width) for northbound through lane and tie-in north of intersection of Cane Island Parkway & connector road before beginning of bridge.
3. Move southbound striping lane transition (from one lane to two lanes) as far north as possible.
4. Provide channelization or curb to prevent U-turns south of Roundabout & north of end of bridge

II. Survey (EHRA)

EHRA understands that the following items have been added to the original scope of work per TxDOT recommendations. All work will be performed under the supervision of a Registered Professional Land Surveyor licensed to practice in the State of Texas. EHRA will perform the following general scope of services:

1. Add Additional Topographic Features
2. Survey Control Map
3. Pre-Construction Control Verification

III. Geotechnical (By Others)

We understand that the banks of Willow Fork Bayou, west of Cane Island Parkway, are planned to be reshaped and maintained using articulated concrete blocks for slope protection. The Geotechnical Engineer has been asked to perform a slope stability analysis covering the west and east banks of the channel. For this analysis, the Geotechnical Engineer will utilize Borings B-6 through B-8 from the Phase 1 project (Ninyo & Moore Project No. 700316001). Furthermore, an additional boring will be performed to a depth of 30-feet at the west bank of Willow Fork Bayou; plus additional laboratory tests, including soil classification and dispersivity testing. A supplemental letter report with findings and the results of the analysis will be provided for the project.

IV. Traffic Signal Modification Design for Cane Island Parkway Phase 2 (By TEDSI)

Cane Island Parkway (constructed in Phase 1) will be widened from a two-lane concrete roadway with curb-and-gutter section to a four-lane curb-and-gutter boulevard section with a grass median in the center. This roadway widening will impact the existing pedestrian poles located on the east side of the intersection of Cane Island Parkway at FM 1463. It appears the existing traffic signal poles will not be impacted by the roadway widening.

TEDSI will perform Traffic Signal Modification Design to accommodate the roadway widening at the intersection. All drawings will be prepared in accordance with Fort Bend County and Texas Department of Transportation (TxDOT) design criteria and procedures.



COMPENSATION

The compensation for the above-described Scope of Services will be provided to Client on a **fixed-fee basis**. 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.

1. Roadway Design.....	\$38,250.00
2. Survey.....	\$12,880.00
3. Perform slope stability analysis (by Ninyo & Moore).....	\$5,400.00
4. EHRA coordination with sub-consultant (Ninyo & Moore).....	\$540.00
5. Perform traffic signal modification (by TEDSI).....	\$9,000.00
6. EHRA coordination with sub-consultant (TEDSI).....	\$900.00
TOTAL.....	\$66,970.00

We thank you for the opportunity to provide professional engineering services and we look forward to working with you on this project.

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

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

Date: 3-11-2019

By: A. Hasan Syed
A. Hasan Syed, P.E.
Executive Vice President

Date: 3/11/2019

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:
2019-475698

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.

2017 Mobility Bond Program
Project No. 17308; Professional engineering services for Cane Island Parkway Phase 2, CO#2 Additional Services (EHRA #121-019-52)

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)