

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 Atkins North America, 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 June 27, 2017, (hereinafter "Agreement") pursuant to SOQ 07-080, as amended by document executed on August 14, 2018, (hereinafter "Amendment"); and

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

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

1. County shall pay Contractor an additional twenty-five thousand six hundred fifty dollars and 00/100 (\$25,650.00), for the additional scope of services as described in Contractor's proposal dated March 22, 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 one hundred ninety-three thousand six hundred ninety-three dollars and 17/100 (\$193,693.17), authorized as follows:
 - \$115,631.25 under the Agreement;
 - \$52,411.92 under the Amendment; and
 - \$25,650.00 under this Second 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 written agreement executed by both parties.

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

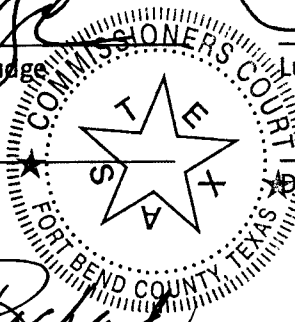
FORT BEND COUNTY

ATKINS NORTH AMERICA, INC

KP George
KP George, County Judge

Luke Le Bas
Luke Le Bas, Vice President

4-23-2019
Date



4/12/19
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, 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 \$ 193,693.17 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

\\Marcus\Agreements\Engineering\Road Construction\Crabb River\Amend 2 - Pro Eng Svcs.Util Relo.Atkins.docx.4/3/2019

EXHIBIT A

ATKINS

Member of the SNC-Lavalin Group

Atkins North America, Inc.
17220 Katy Freeway, Suite 200
Houston, TX 77094

www.atkinsglobal.com/northamerica

March 22, 2019

COUNTY: Fort Bend
PROJECT: Crabb River Rd
CSJ: 0543-03-067, etc.
LIMITS: Rabbs Bayou to LCISD Complex along FM 2759/FM 762

Mr. Richard W. Stolleis, P.E.
Fort Bend County Engineer
301 Jackson St., 4th Floor
Richmond, TX 77469

RE: Crabb River Rd Project: Atkins Supplemental Agreement 1 to Professional Services Agreement
Executed June 27, 2017

Dear Mr. Stolleis,

Please find enclosed Exhibit A-2 adding fees to the original Professional Services Agreement executed on June 27, 2017. As discussed with the County this agreement adds fee to allow Atkins to complete review of invoices for reimbursable utility adjustments for compliance with TxDOT standards, and preparation and submittal of documents to TxDOT for reimbursement of utility adjustment costs from TxDOT to Fort Bend County which have been delayed due to unforeseen issues with the DCP Midstream utility adjustment and personnel changes at TxDOT. The fee is increased \$25,650.00 from \$168,043.17 for a total cost of \$193,693.17. The additional fee will allow Atkins to complete the work in the original scope and the work for the additional scope of services.

Sincerely,



Jarrod L. Compton, SIT
Project Manager
Utility Coordination

Enclosure: Exhibit A-2 Fee Schedule

**EXHIBIT A-2
 FEE SCHEDULE**

Limits: From Rabbs Bayou to 0.09 Miles South of Lamar ISD High School

Labor + Unit Cost + Expense Summary

	Labor	Unit Cost	Direct Expenses	Totals
Atkins North America, Inc.				
Original Estimate	\$113,540.00		\$2,091.25	\$115,631.25
Supplemental 1	\$52,411.92		\$0.00	\$52,411.92
Supplemental 2	\$25,650.00		\$0.00	\$25,650.00
TOTALS	\$191,601.92		\$2,091.25	\$193,693.17

The scope of services to be provided by the Engineer shall include Utility Adjustment Coordination and Utility Adjustment Monitoring and Verification as directed by Fort Bend County for the relocation of utilities on Phase 1 of the FM 2759/FM 762 (Crabb River Road) Project from Rabbs Bayou to 0.09 miles south of Lamar ISD High School. The Engineer shall provide a utility contact list. The Engineer shall be required to attend meetings with the Contractor and the State's Area Engineer staff as deemed necessary by Fort Bend County.

The Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the State to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution. The Utility Coordinator shall implement a schedule of periodic meetings with each utility company and owner or owner's representatives for coordination purposes (Max of 2 progress meetings/company; may be conference call).

The Utility Coordinator shall coordinate with utilities that conflict with highway construction or the "Utility Accommodation Rules" (UAR), and make the utility company aware of these conflicts. The Utility Coordinator shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of State right of way (Assume Max of 6 utility adjustment agreement packages).

Utility Adjustment Monitoring and Verification include the utility location installation verification, compliance with Utility Accommodation Rules, monitoring, and reporting (Assume 1 report per week).

Design and Construction Surveying, as needed.

Review invoices for reimbursable utility adjustments for compliance with TxDOT standards.

Prepare and submit documents to TxDOT for reimbursement of utility adjustment costs from TxDOT to Fort Bend County.

**EXHIBIT A-2
 FEE SCHEDULE
 DETAIL**

SPECIFIED RATE PAYMENT BASIS										
Atkins NA, Inc.										
Task		Project Manager	Project Quality Manager	Surveyor (RPLS)	Survey Tech	Survey Field Tech	Senior Utility Coordinator	Utility Coordinator	Admin / Clerical	Total Hours
	Contract Rate	\$170.00	\$170.00	\$155.40	\$73.38	\$68.68	\$114.00	\$95.00	\$65.00	
Project Management and Administration	Hrs	40	16						60	116
Utility Adjustment Coordination	Hrs	80	8	4	40	12	300			444
Utility Adjustment Monitoring and Verification	Hrs	12	8	4	40	12	80	500		656
Coordination of Engineering Activities	Hrs	12	8				260	40		178
Review invoices for reimbursable utility adjustments	Hrs	2	2				80	40		178
Complete and submit documents to TxDOT for reimbursable utility costs	Hrs	2	2				80			84
TOTALS	Hrs	148	44	8	80	24	300	580	60	1656
	Cost	\$25,160.00	\$7,480.00	\$1,243.20	\$5,870.40	\$1,648.32	\$91,200.00	\$55,100.00	\$3,900.00	\$191,601.92

Specified Rate	Hours	Cost
Original Estimate	1000	\$113,540.00
Supplemental 1	516	\$52,411.92
Supplemental 2	140	\$25,650.00
Totals	1656	\$191,601.92

CSJ No. 1415-03-067, Etc.
 Highway: FM 2759/FM 762 (Crabb River Road)
 County: Fort Bend

Prime Provider: Atkins North America, Inc.
 Contract No. 36-6IDP5197

**EXHIBIT A-2
 FEE SCHEDULE
 DETAIL**

OTHER DIRECT EXPENSES				
Atkins NA, Inc.				
Services To Be Provided	Unit Cost	Unit	Amount	Total
Mileage	\$0.54	\$/Mile	2500	\$ 1,350.00
Photocopies B/W (8.5" x 11")	\$0.10	Each	500	\$ 50.00
Photocopies Color (8.5" x 11")	\$0.65	Each	500	\$ 325.00
Photocopies B/W (11X17)	\$0.20	Each	100	\$ 20.00
Photocopies Color (11X17)	\$1.20	Each	100	\$ 120.00
Standard Postage	\$0.47	Each	25	\$ 11.75
Certified Letter Return Receipt	\$1.45	Each	10	\$ 14.50
Plots (color on Bond)	\$2.00	Sq. Ft.	100	\$ 200.00
Atkins Other Direct Expense Totals				\$2,091.25

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.
 Atkins North America, Inc.
 Tampa, FL United States

Certificate Number:
 2019-474833

Date Filed:
 04/10/2019

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.
 Purchase Order No. 154994
 Utility Adjustment Coordination and Utility Adjustment Monitoring and Verification for the relocation of utilities on Phase 1 of the FM 2759/FM 762 (Crabb River Road) Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Atkins North America Holdings Corporation	Tampa, FL United States	X	
Nash, George	Edison, NJ United States	X	
Edgar IV, C. Ernest	Tampa, FL United States	X	
Newton, Michael M.	Tampa, FL United States	X	
Steele Jr., James R.	Tampa, FL United States	X	
Quinn Sr., David D.	Boston, MA United States	X	
Burns Jr., Kenneth J.	Denver, CO 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)