

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
 PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD 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 Zarinkelk Engineering Services, 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 February 24, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by documents dated August 2, 2016 (hereinafter "Amendment") and December 18, 2018 (hereinafter "Second 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 three hundred thirty-one thousand five hundred forty-three dollars and 00/100 (\$331,543.00) to perform the additional professional surveying and mapping services as described in Contractor's proposal dated July 19, 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 million eighty-seven thousand nine hundred seventy-five dollars and 50/100 (\$1,087,975.50), authorized as follows:
 - \$740,000.00 under the Agreement;
 - \$10,750.00 under the Amendment;
 - \$5,682.50 under the Second Amendment; and
 - \$331,543.00 under this Third 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 an agreement executed by the parties.
4. The parties hereby agree to extend the Time of Performance under the Agreement shall hereby be extended to end no later than December 31, 2021.

Third Amendment to Agreement for Professional Engineering Services
 2013 Mobility Bond Project No. 13203
 Page 1 of 2

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

FORT BEND COUNTY

ZARINKELK ENGINEERING SERVICES, INC

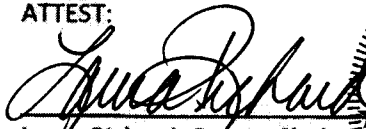

KP George, County Judge

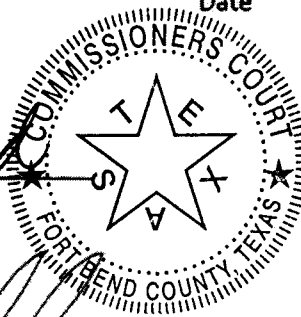

Giti Zarinkelk, P.E., President

August 27, 2019
Date

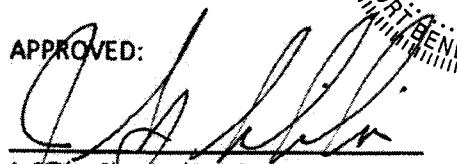
8/5/19
Date

ATTEST:

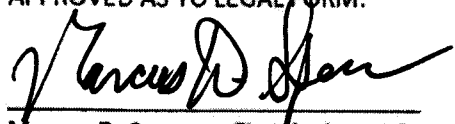

Laura Richard, County Clerk



APPROVED:


J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,087,975⁵⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

f:\Marcus\Agreements\Engineering\Road Construction\Chimney Rock\Amend 3 - Chimney Rock.ZZ51.docx.8/1/2019

EXHIBIT A



617 Caroline Street
Houston, Texas 77002
Phone 832-242-2426
Fax 832-242-2445

July 19, 2019

Stacy Slawinski, P.E.
County Engineer
301 Jackson St., 4th Floor
Richmond, TX 77469

Attn: Don Durgin, P.E., Program Manager

Project: Chimney Rock - Project 13203

RE: Project 13203 Chimney Rock Road; Amendment No. 3

Dear Mr. Slawinski:

It is our understanding that the County would like to add to the scope of our project and include a detention basin with an outfall pump station in the Clear Creek area. The detention basin will be sized to mitigate the increased imperviousness of the proposed Chimney Rock Road. The development of the detention basin will replace the mitigation storage within the proposed road side ditches as currently designed. Instead, the roadside ditches will be graded to drain the off-site flow into the existing Clear Creek. The flow lines of proposed culverts crossing Chimney Rock Road will be placed at the elevation of Clear Creek so that no pumping will be required. The road runoff will be isolated from the off-site flow by collecting it in inlets along the road and conveying it in a deep storm drain system beneath the elevation of the roadside ditches and discharge to the detention basin. The completed integrated design will meet Fort Bend County design criteria. Following describes the scope of services:

- A. Additional ROW mapping is required to support the design of the new detention basin and to prepare the necessary parcel metes and bounds. 3 parcels are anticipated.
- B. Additional topographic survey will be required.
- C. Additional geotechnical will be provided to address FBDD detention basin slope stability criteria.
- D. Structural design is included for the storm water pump station to include a three pump bay and access ramp for pump maintenance.

Stacy Slawinski, P.E.
July 19, 2019; Page 2

- E. Instrumentation and control design will be provided for the pump station including level control, motor control center, and motor crane facility.
- F. Request utility maps for due diligence. Coordinate with sub consultants. Pipeline crossings are not anticipated, however, an abandoned pipeline is situated adjacent to the proposed detention basin. Probing is included as an optional task. One site visit is included.
- G. Develop preliminary layouts for the proposed detention basin. Review any received utility information to avoid those facilities. Review preliminary layouts with the County and make necessary adjustments prior to final design.
- H. Coordinate with FBDD for detention basin design. The mitigation storage analysis will have to be revised to reflect the new design concept.
- I. Size and select pumps to discharge up to existing flows for the catchment area. The pumps will be sized for existing flow values and the difference between existing flows and peak developed flows will remain in the basin until after the storm peak has passed. The concept is three pumps with one as standby.
- J. Prepare plan and profile plans for the proposed detention basin and storm drain system. Assume 14 sheets at 40 scale. A detail sheet for weir structure at outfall. A storm water pump station including pumps, intake structure, discharge pipes and header and access for pump maintenance. Revise cover sheet, index, survey control, overall layout, typical sections, quantities, SWPPP, standard details, etc. as necessary to complete the project. Assume submittals for 95% and Final.
- K. Update quantities and cost estimates. Update specifications for the detention basin and pump station as necessary.
- L. Prepare Project Manual, cost estimate and bid documents.

Following is the proposed design schedule:

- August 1st – NTP
- August 20th – Survey complete
- September 16th – 95% design submittal
- September 23rd – County review
- September 30th – Final submittal

The preparation of a conditional letter of map revision (CLOMR) submittal is not included in this proposal but can be added at a later date.

The design of an electrical power source for the pump station is not included.

Our proposed fee including sub consultant fees and management fees for all phases of the project is \$331,543.00.

Please call me at 832-242-2426 if you have any questions. We look forward to working with RPS Group and Fort Bend County on this project.

Stacy Slawinski, P.E.
July 19, 2019; Page 3

Sincerely,

A handwritten signature in black ink that reads "Giti Zarinkelk". The signature is written in a cursive style with a large, stylized 'G' and 'Z'.

Giti Zarinkelk, P.E.

Attachments

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.

Zarinkelk Engineering Services, Inc.
 Houston, TX United States

Certificate Number:
 2019-525435

Date Filed:
 08/05/2019

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:
 08/27/2019

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.

SOQ 14-025 Amendment No. 3
 Engineering Services

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)