

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT, is made and entered into by and between the Fort Bend County Drainage District (hereinafter, the "District"), a body corporate and politic under the laws of the State of Texas, and Wetland Technologies Corporation (hereinafter the "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Services for Stream Design and Construction Consulting Services related to the Big Creek Project on September 23, 2014, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to add services for Phase 2 of Project, extend the Term, and increase the total Maximum Compensation under the Agreement.

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

1. District shall pay Contractor an additional three hundred ten thousand dollars and no/100 (\$310,000.00) to perform services related to the proposed Phase Two Scope of Work as described in Contractor's proposal attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all services rendered is hereby increased to an amount not to exceed six hundred twenty thousand dollars and no/100 (\$620,000.00), authorized as follows:
 \$310,000.00 under the Agreement; and
 \$310,000.00 under this Amendment.
3. In no case shall the amount paid by District for all services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. The Term of the Agreement shall hereby be extended to end no later than December 31, 2024. The time for performance of services by Contractor related to the proposed Phase Two Scope of Work shall begin with receipt of the Notice to Proceed from District based on District's receipt of a verbal notification from the United States Army Corps of Engineers that the 404 Permit Application has been approved.

5. Certain State Law Requirements for Contracts

- a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- c. Human Trafficking: BY ACCEPTANCE OF THIS AMENDMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

Fort Bend County Drainage District

Wetland Technologies Corporation

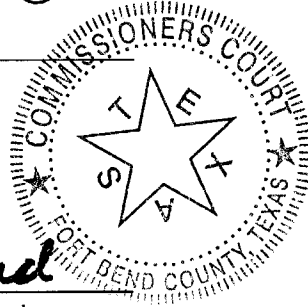

KP George, County Judge


Authorized Agent - Signature

1-7-2020
Date

Glenn Jarrett
Authorized Agent - Printed Name

ATTEST:



President
Title


Laura Richard, County Clerk

12-30-19
Date

APPROVED:


Mark Vogler, General Manager/Chief 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 \$620,000⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

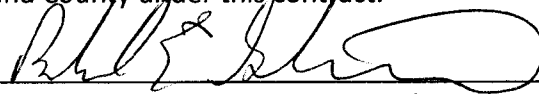

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Big Creek Project Phase Two - Scope of Work:

Design and Construction Supervision Services

Timing: The existing **Contract** between the **Parties** expires on December 31, 2019. Upon approval by the **Corps of Engineers** of extension of the current Corps Permit (for the **Big Creek Project**) at any time prior to December 31, 2019, this **Phase Two Contract** extension will become effective directly following on January 1, 2020. Under these circumstances, **Wet Tech** staff will begin the **Work** on January 2, 2020; and, this **Phase Two Contract** extension will end on December 31, 2024. However, the Corps may not give approval prior to December 31, 2019; in such case, reference is made to Section 5.1 of this **Contract**, as follows:

"The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from District based on receipt of a verbal notification from the United States Army Corps of Engineers ("Corps") that the 404 Permit Application has been approved."

Background: Wetland Technologies Corporation (**Wet Tech**) staff has provided Fort Bend County Drainage District (**the District**) various consulting services (**the Work**) related to implementation of environmental requirements during the period of **District's** excavation and related construction of the **Big Creek Floodplain Creation Project (the Project)**. The existing **Contract** will be extended five (5) calendar years by this **Addendum**, which will authorize **Wet Tech** staff to continue the existing **Work** as written below:

Description of Work: **Wet Tech** staff will continue to provide essentially the same environmental services as has been performed by them on the existing **Contract**. Such services are described as those suitable to aid the **District** in meeting various State and Federal environmental requirements as necessary. On a weekly or semi-weekly basis, **Wet Tech** staff will continue to inspect the current work area and photograph the **District's** crew at work; while occasionally discussing with operators necessary items of construction details related to environmental issues. **Wet Tech** staff will also coordinate with the **District's** maintenance crew regarding planting and maintenance of tree saplings, as well as other maintenance items. On a weekly or semi-weekly basis, **Wet Tech** staff will continue to produce Site Inspection Reports, and will produce a combined Monthly Report for submission to the **Corps of Engineers**. Such Monthly Report shall be **Wet Tech's** primary **Work** product. **Wet Tech** staff will continue to represent the **District** to all Federal and State environmental agencies as appropriate.

Contingency: Certain State and Federal environmental requirements not foreseen on **Contract** date are to be performed as directed by the **District**, and invoiced against the **Contingency Account**.

Big Creek Project Phase Two - Fee Schedule:

Section One: Design Services

Fieldwork:	Year One-	8,000.00
	Year Two-	8,000.00
	Year Three-	8,000.00
	Year Four-	8,000.00
	<u>Year Five-</u>	<u>8,000.00</u>
		\$ 40,000.00
Office Design Work:	Year One-	6,000.00
	Year Two-	6,000.00
	Year Three-	6,000.00
	Year Four-	6,000.00
	<u>Year Five-</u>	<u>6,000.00</u>
		\$ 30,000.00

Section One: Combined Sub-Total- \$ 70,000.00

Section Two: Construction Supervision Services

Fieldwork:	Year One-	\$ 8,000.00
	Year Two-	8,000.00
	Year Three-	8,000.00
	Year Four-	8,000.00
	<u>Year Five-</u>	<u>8,000.00</u>
		\$ 40,000.00
Office Work:	Year One-	5,000.00
	Year Two-	5,000.00
	Year Three-	5,000.00
	Year Four-	5,000.00
	<u>Year Five-</u>	<u>5,000.00</u>
		\$ 25,000.00

Section Two: Combined Sub-Total- \$ 65,000.00

Section Three: Maintenance Review Services

Fieldwork:	Year One-	\$ 5,000.00
	Year Two-	5,000.00
	Year Three-	5,000.00
	Year Four-	5,000.00
	Year Five-	<u>5,000.00</u>
		\$ 25,000.00

Office Work:	Year One-	5,000.00
	Year Two-	5,000.00
	Year Three-	5,000.00
	Year Four-	5,000.00
	Year Five-	<u>5,000.00</u>
		\$ 25,000.00

Section Three: Combined Sub-Total- \$ 50,000.00

**Section Four: After Construction Inspection Services,
and Report Preparation**

Fieldwork:	Year One-	\$ 5,000.00
	Year Two-	5,000.00
	Year Three-	5,000.00
	Year Four-	5,000.00
	Year Five-	<u>5,000.00</u>
		\$ 25,000.00

Office Work:	Year One-	5,000.00
	Year Two-	5,000.00
	Year Three-	5,000.00
	Year Four-	5,000.00
	Year Five-	<u>5,000.00</u>
		\$ 25,000.00

Section Four: Combined Sub-Total- \$ 50,000.00

**Section Five: End of Permit Regulatory Acceptance,
and Permit Re-Authorization Services**

Regulatory Acceptance:	Year Five (only)-	\$ 17,500.00
Re-authorization Services:	<u>Year Five (only)-</u>	<u>17,500.00</u>
	Section Five: Sub-Total-	\$ 35,000.00

Contingency Section: Additional Work as Needed

- 1.) Contingency amounts are to be agreed on in advance between the District and Wet Tech prior to activation of this contingency section of the Contract.
- 2.) All contingency amounts for the entire Contract period are to be no more than \$40,000.00 total for any purpose. Wet Tech will release all claim to any remaining unused portion of (any) Section account, as well as (any) remaining unused portion of the Contingency Section account.
- 3.) Any amount in excess of \$40,000.00 during the life of the Contract will require negotiation and agreement between the parties on a Contract Change Order.
- 4.) Contingency items are defined as those requirements to be fulfilled that are unknown on Contract Date, or the actual requirements for performance are not clearly defined on Contract Date.

Contingency Section: Sub-Total- **\$ 40,000.00**

Wet Techsm Fee Schedule Section Summary

Section One: Design Work	\$ 70,000.00
Section Two: Construction Supervision	65,000.00
Section Three: Maintenance Work	50,000.00
Section Four: After Construction Inspections/Reports	50,000.00
Section Five: Regulatory Acceptance/Permit Re-Authorization	35,000.00
<u>Contingency Section: Additional Work as Needed</u>	<u>40,000.00</u>
Total Five Years of Consulting Work	\$310,000.00

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Wetland Technologies Corporation
SUGAR LAND, TX United States

Certificate Number:
2019-572834

Date Filed:
12/30/2019

Date Acknowledged:
01/07/2020

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 Drainage District

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.
20-Drng-500065-A1
Stream Consulting 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)