

STATE OF TEXAS           §  
                                           §  
 COUNTY OF FORT BEND    §

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
 PROJECT MANAGEMENT OF PROJECT BRAZOS – EROSION REPAIR ON THE BRAZOS RIVER**

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County Drainage District, (hereinafter “District”), a body corporate and politic under the laws of the State of Texas, and Huitt-Zollars, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, the parties have accepted and executed that certain Agreement for Professional Consulting Services related to Project Management of Project Brazos – Erosion Repair on the Brazos River on or about January 8, 2020 ( hereinafter “Agreement”); and

WHEREAS, both District and Consultant desire to amend the Agreement to add services, extend the Term, and increase the total Maximum Compensation under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. District shall pay Consultant an additional forty-five thousand dollars and no/100 (\$45,000.00) to perform services related to the proposed Scope of Work as described in Consultant’s proposal attached hereto as Exhibit “A-1” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Consultant for all services rendered is hereby increased to an amount not to exceed ninety thousand and no/100 dollars (\$90,000.00), authorized as follows:
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 time for performance of services by Consultant related to the proposed attached Scope of Work shall begin with receipt of the Notice to Proceed from District and end no later than September 30, 2020. Consultant shall complete the tasks as described In the Scope of Services (attached hereto as Exhibit A-1) within this time or within such additional time as may be extended by the District.

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

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 last party hereto.

FORT BEND COUNTY DRAINAGE DISTRICT

  
County Judge KP George

KP George, County Judge

8-4-2020

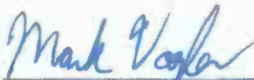
Date



ATTEST:




APPROVED:



Mark Vogler, P.E., Chief Engineer

APPROVED AS TO LEGAL FORM:



LaNetra S. Lary, Assistant County Attorney

HUITT-ZOLLARS, INC



Authorized Agent- Signature

Gregory R. Wine, PE, LEED AP

Authorized Agent- Printed Name

Senior Vice President

Title

July 13, 2020

Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 90,000.00 to accomplish and pay the obligation of Fort Bend County Drainage District under this contract.



Robert Ed Sturdivant, Fort Bend County Auditor

Exhibit A-1: Scope of Services (June 18, 2020)

I:\AGREEMENTS\2020 Agreements\Drainage District\Project Brazos - Erosion Repair\First Amendment to Agreement - Consulting\_Proj Mgmt.HZ.docx (LSL 7/8/2020.20-Drng-100398-A1)

First Amendment to Agreement for Professional Consulting Services  
Project Management of Project Brazos – Erosion Repair on the Brazos River

# EXHIBIT A-1

June 18, 2020

Mr. Mark Vogler, PE  
General Manager and Chief Engineer  
Fort Bend County Drainage District  
1124 Blume Road  
Richmond, Texas 77471

Reference: Project Brazos – Erosion Repairs on the Brazos River  
Fort Bend County, Texas

Subject: Proposal for Professional Services – Additional Authorization

Dear Mr. Vogler:

Huitt-Zollars, Inc. appreciates this opportunity to present our proposal for an additional authorization for providing professional services to assist the Fort Bend County Drainage District (Client) with the project management of Project Brazos – Erosion Repair on the Brazos River in Fort Bend County, Texas (Project). Our proposal is based upon the following scope of services, budget and project schedule and the terms and conditions in Fort Bend County (County) Standard Professional Services Agreement.

## **SCOPE OF SERVICES:**

- 1.1 Huitt-Zollars shall work with Fort Bend County Brazos River Committee (Precinct 4, Precinct 1 and Fort Bend County Drainage District) and associated stakeholders to:
  - 1.1.1 Conduct Project Brazos Steering Committee and Executive Committee Meetings
  - 1.1.2 Develop Plan of Action for submission of Project Brazos sites for CDBG-MIT funding
  - 1.1.3 Develop and Maintain the Schedule for submission for CDBG-MIT funding
  - 1.1.4 Coordination and Communications with Stakeholders
  - 1.1.5 Coordinate with Texas General Land Office
  - 1.1.6 Coordinate with the US Army Corps of Engineers
  - 1.1.7 Coordinate with Texas Parks and Wildlife Department
  - 1.1.8 Coordinate with US Fish and Wildlife Service
  - 1.1.9 Refine, update and adjust repair sites with project cost as required
  - 1.1.10 Prepare application(s) for submission to the TxGLO for CDBG-MIT funding
  - 1.1.11 Prepare monthly report on progress
  - 1.1.12 Other services as required by the County

## **COMPENSATION:**

- 1.1 Our additional estimated hourly not to exceed budget is \$45,000.00. This amount will not be exceeded without additional written authorization from the Client.
- 1.2 Invoices will be submitted monthly. Compensation shall be on an hourly basis for the work performed directly for the Project in accordance with the attached hourly Rate Schedule.

**SCHEDULE:**

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1.1 The performance period for these services shall be as required by the Client.

Mark, we appreciate this opportunity to continue working with you and your staff. Thank you.

Respectfully submitted,  
Huitt-Zollars, Inc.



Gregory R. Wine, PE, LEED AP  
Senior Vice President

Enclosure

# HUITT-ZOLIARS

## Houston

### 2020 HOURLY RATE SHEET

#### Engineering/Architecture

Principal	\$ 255.00
Design Principal	\$ 235.00
Sr. Project Manager	\$ 235.00
QA Manager	\$ 230.00
Project Manager	\$ 200.00
Sr. Civil Engineer	\$ 200.00
Sr. Structural Engineer	\$ 200.00
Sr. Mechanical Engineer	\$ 190.00
Sr. Electrical Engineer	\$ 190.00
Civil Engineer	\$ 185.00
Structural Engineer	\$ 185.00
Mechanical Engineer	\$ 165.00
Electrical Engineer	\$ 165.00
Plumbing Engineer	\$ 150.00
Engineer Intern	\$ 135.00
Sr. Architect	\$ 195.00
Architect	\$ 160.00
Architect Intern 1	\$ 100.00
Architect Intern 2	\$ 120.00
Architect Intern 3	\$ 150.00
Sr. Landscape Architect	\$ 175.00
Landscape Architect	\$ 135.00
Landscape Architect Intern	\$ 100.00
Sr. Planner	\$ 250.00
Planner	\$ 160.00
Planner Intern	\$ 100.00
Sr. Designer	\$ 155.00
Designer	\$ 130.00
Sr. CADD Technician	\$ 140.00
CADD Technician	\$ 100.00

#### Interior Design

Sr. Interior Designer	\$ 140.00
Interior Designer	\$ 120.00
Interior Designer Intern	\$ 90.00

#### Survey

Survey Manager	\$ 170.00
Sr. Project Surveyor	\$ 155.00
Project Surveyor	\$ 140.00
Survey Technician	\$ 130.00
Surveyor Intern	\$ 115.00

#### Survey Crews

1-Person Survey Crew	\$ 100.00
2-Person Survey Crew	\$ 150.00
3-Person Survey Crew	\$ 175.00

#### Construction

Construction Manager	\$ 190.00
Resident Engineer	\$ 185.00
Sr. Project Representative	\$ 135.00
Resident Project Representative	\$ 100.00

#### Administrative

Sr. Project Support	\$ 100.00
Project Support	\$ 80.00

#### Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

# 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**

**Certificate Number:**  
 2020-648679

**Date Filed:**  
 07/24/2020

**Date Acknowledged:**  
 08/04/2020

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Huitt-Zollars, Inc.  
 Dallas, TX United States

**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

**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-100398-A1  
 Professional Consulting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Huitt, Larry	Dallas, TX United States	X	
	McDermott, Robert	Dallas, TX United States	X	
	Wall, Cliff	Dallas, TX United States	X	
	Twomey, James	Dallas, TX United States	X	
	Wine, Greg	Dallas, 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)