

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS FOURTH 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 Huitt-Zollars, 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 October 13, 2015, (hereinafter "Agreement"), as amended by documents executed on June 7, 2016, (hereinafter the "Amendment"), April 24, 2018, (hereinafter the "Second Amendment"), and August 27, 2019 (hereinafter the "Third Amendment"); and

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

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

1. County shall pay Contractor an additional fifteen thousand dollars and no/100 (\$15,000.00) for the additional scope for Construction phase services, as described in the proposal dated April 21, 2020 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 eight hundred seventy-five thousand one hundred eighty-six dollars and 40/100 (\$875,186.40), authorized as follows:
 - \$650,576.40 under the Agreement;
 - \$51,550.00 under the Amendment;
 - \$133,060.00 under the Second Amendment;
 - \$25,000.00 under the Third Amendment; and
 - \$15,000.00 under this Fourth Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, and any subsequently executed amendment thereof exceed the Maximum Compensation without an agreement executed by the parties.
4. The County and Contractor hereby agree that the terms and conditions of the Agreement remain in effect and the Time of Performance under the Agreement shall hereby be extended to end no later than December 31, 2022.

5. BY ACCEPTANCE OF AGREEMENT, 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 and any subsequently executed amendments thereof shall remain unchanged.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge

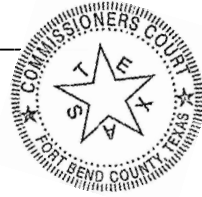
8-4-2020

Date

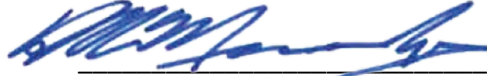
ATTEST:



Laura Richard, County Clerk



HUITT-ZOLLARS, INC.



Authorized Agent – Signature

Daniel R. Menendez, P.E., PWLF

Authorized Agent – Printed Name

Vice President

Title

7/21/2020

Date

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 \$ 875,186.40 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

April 21, 2020

Robert W. Barnett, P.E.
C/O Fort Bend County Engineering
Vice President
LJA Engineering, Inc.
2929 Briarpark Drive Suite 600
Houston, Texas 77042-3703

Reference: Old Needville Fairchild Road
Fort Bend County 2013 Mobility Bond Program

Subject: Proposal –Increase in fee for Bid & Construction phase services

Dear Mr. Barnett,

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for professional services to the Fort Bend County for the Old Needville Fairchild Road project. We request an additional fee of \$15,000.00 to assist the county with the construction phase services as detailed per the original scope. Part of the original budget allocated for CA phase services was utilized by HZ to assist the contractor with the making revisions due to the flooding and the changes in design as well as providing detour plans for individual intersections based on county decision of closing only one intersection at a time. Enclosed are Huitt-Zollars, Inc.'s proposed budget, manpower and direct expense breakdown and for the increase in construction phase services for the above referenced project based on the recent changes made by the client to the bid documents.

Phase 3 – Bid & Construction (hourly)	\$ 15,000.00
Total Basic Services Fee	\$ 15,000.00

COMPENSATION:

Fee Budget - Our estimated fee budget for the Basic Services is as \$15,000.00. This amount shall not be exceeded without written authorization.

Invoicing - Invoices will be submitted monthly.

SCHEDULE:

To be followed per the original contract

AUTHORIZATION:

Should this proposal meet with your approval, please return a notice to proceed and we will schedule the services. If you have any questions, please call

Very Respectfully,
Huitt-Zollars, Inc.



Chaitanya Kasturi, P.E., PMP, ENV SP
Vice President



Daniel Menendez, P.E., PWLF
Vice President

HUITT-ZOLIARS
PROJECT BUDGET WORKSHEET - Houston 2019

Client: Fort Bend County
Project Name: Old Needville Fairchild Rd
Contract No.:
Project No.: R302440.01

Date: 4/21/2020
Project Number: R302440.01
Project Template:
Labor Code Schedule: H20

Phase Number		7	RMB Reimbursable Expenses				
Phase Description		Bid & Construction					
Task Number							
Task Description							
Phase/Task Manager		Gampa					
Lump Sum or Hourly		Hourly					
HZ LABOR BUDGET							
Labor Code	Labor Classification	Hourly Rate	Column Total	Column Total	Column Total	TOTAL HOURS	TOTAL BUDGET
			\$ 15,000.00	\$ -	\$ -		
PIC	Principal-In-Charge	\$ 250.00				0	\$ -
DPX	Design Principal	\$ 230.00				0	\$ -
SPM	Sr. Project Manager	\$ 235.00	4			4	\$ 940.00
PMX	Project Manager	\$ 200.00				0	\$ -
QAM	QA Manager	\$ 230.00				0	\$ -
SCE	Sr. Civil Engineer	\$ 200.00	48			48	\$ 9,600.00
CEX	Civil Engineer	\$ 185.00				0	\$ -
EIT	Engineer Intern	\$ 135.00	30			30	\$ 4,050.00
SCT	Sr. CADD Technician	\$ 135.00				0	\$ -
CTX	CADD Technician	\$ 95.00				0	\$ -
PRS	Sr. Project Representative	\$ 130.00				0	\$ -
RPR	Resident Project Representative	\$ 100.00				0	\$ -
PSS	Senior Project Support	\$ 95.00				0	\$ -
PRO	Project Support	\$ 80.00	5			5	\$ 400.00
Total Manhours per Phase/Task			87	0		87	
HZ Labor per Phase/Task			\$ 14,990.00	\$ -		HZ Labor	\$ 14,990.00
Direct Expenses (Distribute among Phases/Tasks as applicable)			\$ 10.00	\$ -		Direct Expenses	\$ 10.00
Direct Consultants (Distribute among Phases/Tasks as applicable)			\$ -	\$ -		Direct Consultants	\$ -
RMB Expenses					\$ -	RMB Expenses	\$ -
RMB Consultants (Distribute among Phases/Tasks as applicable)						RMB Consultants	\$ -
Total Fee per Phase/Task			\$ 15,000.00	\$ -	\$ -	CONTRACT SUM	\$ 15,000.00

HUITT-ZOLLARS

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:
2020-646578

Date Filed:
07/20/2020

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.
Bond Project 13109/17109
Professional Engineering 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)