

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 S&B Infrastructure, Ltd., (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 July 24, 2018 pursuant to SOQ 14-025, (hereinafter "Agreement"), as amended by document dated December 17, 2019, (hereinafter "Amendment"); and

WHEREAS, the parties desire to amend the Agreement to allow Contractor to provide additional Services under the Agreement.

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

1. County shall pay Contractor an additional amount not to exceed seven thousand eight hundred thirty-nine dollars and no/100 (\$7,839.00) to perform the additional Services, as described in Contractor's Proposal dated November 23, 2020, 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 two hundred thirty-one thousand five hundred thirty-eight dollars and 00/100 (\$231,538.00), authorized as follows:

\$188,771.00 under the Agreement;
 \$34,928.00 under the Amendment and
 \$7,839.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without an agreement executed by the parties.

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

Second Amendment to Agreement for Professional Engineering Services
 2017 Mobility Bond Program – Project No. 17108

Page 1 of 2

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

KP George

County Judge KP George

KP George, County Judge

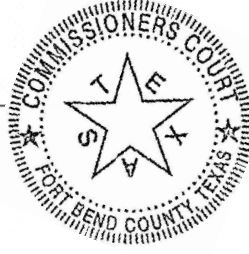
S&B INFRASTRUCTURE, LTD

Daniel O. Rios

Authorized Agent – Signature

3-2-2021

Date



Daniel O. Rios, PE

Authorized Agent – Printed Name

ATTEST:

Laura Richard

Laura Richard, County Clerk

President

Title

02/01/2021

Date

APPROVED:

J. Stacy Slawinski

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer

Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 231,538.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Old Needville\Fairchild\17108\Amend 2 - Pro Eng Svcs.ONF.SBI.docx.12/22/2020. 17-Eng-500036-A2

Second Amendment to Agreement for Professional Engineering Services
2017 Mobility Bond Program – Project No. 17108

EXHIBIT A



November 23, 2020

Kevin Mineo, PE
Senior Project Manager
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008

Subject: Proposal - Design of a lift station to address utility conflicts - Old Needville Project

Dear Mr. Mineo;

Per your instructions, S&B Infrastructure, Ltd. (S&B) is submitting this requested amendment on behalf of our subcontractor, Isani Consultants, L.P.

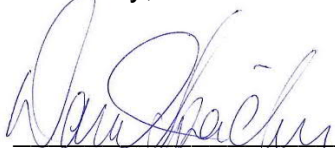
Initial project compensation of \$188,771.00 in addition to one (1) supplemental agreement in the amount of \$34,928.00 brings our current contract maximum compensation to \$223,699.00.

Isani Consultants is requesting \$7,839.00 for the redesign of the water and sanitary sewer due to the relocation of the proposed lift station. This will increase the maximum compensation to **\$231,538.00**. S&B is not requesting the typical 10% subcontractor markup nor any increase to our fees.

The proposed Scope of Services and Fees are shown on Exhibit A and B respectfully.

We thank you for the consideration on this matter. If you have any questions, or need additional clarification, please contact us at your convenience at (832) 986-0663.

Sincerely,



David Speicher, P.E., ENV SP
Vice President of Public Works

DOR

November 12, 2020

REQUEST FOR ADDITIONAL SERVICES

Old Needville Fairchild Road

From SH 36 to Needville City Limits, Precinct 1

FBC Project # 1-08

SB&I has requested a proposal to provide additional professional engineering services (Final Design Phase services) for the design of the **Old Needville Fairchild Road**

The attached Level of Effort (LOE) includes cost and hours of labor for the additional services to be provided by Isani Consultants.

The additional services requested are listed below:

TASK: WATER LINE AND SANITARY SEWER DESIGN REVISIONS:

Based on the revised proposed lift station location and the proposed geometry for the roadway, we will provide the design revisions for the proposed Water Line and Sanitary Sewer along the roadway.

- Revise the proposed sanitary line design to incorporate new lift station outfall location east of Old Needville Rd.
- Revise waterline crossings and add profile of new sanitary crossing
- Revise location of proposed sanitary manholes for proposed forcemain outfall and existing tie-ins.

**OLD NEEDVILLE FAIRCHILD ROAD
FROM SH 36 TO NEEDVILLE CITY LIMITS
ISANI CONSULTANTS, L.P. PROPOSAL - NOVEMBER 2020
ADDITIONAL DESIGN LEVEL OF EFFORT**



Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs
Contract Rate Per Hour			\$165.00	\$159.00	\$150.00	\$129.00	\$81.00	\$78.00	\$48.00	
NO.	LEVEL OF EFFORT: SUMMARY	LEVEL OF EFFORT (ESTIMATED HOURS)								
ADDITIONAL DESIGN (BASIC SERVICES)										
WATER AND SANITARY SEWER DESIGN										
8	Overall Project Layout (Water and Sanitary)	1				4	4			8
9	Water and Sanitary Sewer Design			3		4	4			11
10	Plan and Profile Sheets	5		3	5	8	12	16		44
11	Specifications and Construction Cost Estimate									0
12	Standard Details/Drawings									0
13	Coordination and Meetings (2 meetings)		1	4		2				7
	Printing and Mileage Expenses									
	SHEETS/HOURS SUB-TOTALS	6	1	10	5	18	20	16	3	70
	TOTAL LABOR COSTS		\$165.00	\$1,590.00	\$750.00	\$2,322.00	\$1,620.00	\$1,248.00	\$144.00	\$7,839.00

DOR

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.**

S&B Infrastructure, Ltd.
Houston, TX United States

Certificate Number:
2021-713739

Date Filed:
02/04/2021

Date Acknowledged:
03/02/2021

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.

SOQ14-025
PROFESSIONAL ENGINEERING SERVICES - OLD NEEDVILLE / FAIRCHILDS ROAD

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rios, Daniel	Houston, 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)