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THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Halff Associates, Inc. - Mobility Bond Project No. 17105)

THIS THIRD AMENDMENT to Agreement for Professional Engineering Services ("Third Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Halff Associates, Inc. ("Contractor"), a Texas corporation. County and Contractor are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement for Professional Engineering Services on May 22, 2018 (the “Agreement”) for the Bamore Road – Segment 2 Project, under the Fort Bend County 2017 Mobility Bond Program - Project No. 17105 pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended on June 11, 2019 and August 24, 2021; and

WHEREAS, by execution of this Third Amendment, the Parties desire to amend the Agreement, as amended, to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services, and to extend the time for performance.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended and modified as follows:

1. County shall pay Contractor an additional Seventeen Thousand Six Hundred Thirty Six and 00/100 Dollars (\$17,636.00) for the performance and completion of additional services included in Contractor's "Preliminary Engineering Design for the Roundabout" attached hereto as Attachment "A" and incorporated by reference for all intents and purposes and Contractor's "Fee Proposal Surveying Services for Roundabout" attached hereto as Attachment "B" and incorporated by reference for all intents and purposes.

2. **Limit of Appropriation.** Contractor understands and agrees that the total Maximum Compensation payable to Contractor for Services rendered under the Agreement, as amended, is hereby increased to an amount not to exceed Four Hundred Sixty One Thousand Ninety Six and 00/100 Dollars (\$461,096.00) authorized as follows:

\$285,015.00 under the Agreement
\$151,855.00 under the First Amendment
\$6,590.00 under the Second Amendment
\$17,636.00 under this Third Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Four Hundred Sixty One Thousand Ninety Six and 00/100 Dollars (\$461,096.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Sixty One Thousand Ninety Six and 00/100 Dollars (\$461,096.00).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended, shall begin with receipt of the Notice to Proceed from County and shall end no later than 11:59 pm on December 31, 2025. Contractor shall complete the tasks described in Exhibit "A" attached hereto, within this time or within such additional time as may be extended by County.
4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to

agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
- 5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
 - 6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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.
 - 7. **Modifications and Conflict.** Except as modified herein, the Agreement, as amended, shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Third Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George
County Judge KP George

KP George, County Judge

December 13, 2022

Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



HALFF ASSOCIATES, INC.

Ashley Purkey
Authorized Agent – Signature

Ashley Purkey

Authorized Agent- Printed Name

Public Works Team Leader

Title

11/28/2022

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 461,096.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

ATTACHMENT A

Preliminary Engineering Design for Roundabout

**Bamore Road Segment 2
From Klauke Road to Cottonwood School Road
Supplemental #4**

The scope of work for this task includes additional design efforts necessary to determine the additional right-of-way required at the proposed intersection of Bamore Road and N. Cottonwood School Road. The approved plan set that was sent for bidding included a three-way intersection with a stopped condition for the N. Cottonwood School Road lanes. Fort Bend County (FBC) has asked Halff Associates, Inc. to design a roundabout at that intersection with enough detail to determine the right-of-way requirements.

SCOPE OF SERVICES

Halff Associates will design a roundabout intersection with enough detail to show the proposed curbs and travel lanes approaching/existing the roundabout. The Draft Engineering Design Manual for Fort Bend County of Engineering Department, dated October 2021, has been provided as the basis for the roundabout geometry.

The following tasks/deliverables are included in this scope of services:

- One (1) virtual initial coordination meeting with BBI and FBC, if requested, to establish expectations for this intersection.
- One (1) PDF exhibit showing the roundabout layout, proposed ROW, and key dimensions.
- No more than one (1) virtual design review meeting with BBI and FBC, if requested.
- One (1) round of revisions to the layout, per comments from the client.
- Coordination with Amani Engineering, Inc. to produce the abstracting and parcel map preparation (see Attachment B for the surveying scope of services).

ASSUMPTIONS/EXCLUSIONS

- All meetings will be virtual, no site visits or in person meetings are included in this scope of services.
- Meetings are expected to be no longer than 1 hour on Microsoft Teams (or similar platform). Meeting agenda and minutes preparation are excluded from this scope of services.
- This scope of services is for roadway pavement layout analysis and preliminary design. The client may request changes to the approved plan set under a separate scope and fee.
- The deliverable is a preliminary exhibit showing the design elements listed above for interim review. The exhibit will not be intended for regulatory approval, permitting, bidding, or construction purposes.
- The design of the roundabout will follow the standard geometry identified in the draft Engineering Design Manual for Fort Bend County. Variation from the

standard will require additional effort and will be negotiated under a separate scope and fee.

- It is anticipated that there may be impacts the detention pond size requirements and/or the geometry because of the redesigned intersection. Halff will not consider any drainage impacts/design with this scope. Halff can provide preliminary considerations for the drainage impacts for an additional fee to be negotiated separately.
- Full design of the intersection is excluded from this scope of services. Pavement markings, signage, construction phasing, SWPPP, etc. design is excluded from this scope of services. Halff can provide the additional design consideration for these elements to be negotiated for a separate scope and fee.
- Comments from BBI and FBC will all be delivered at once. If separate comments are provided for Halff to address at once. If comments are delivered separately, Halff will only address comments one time without an additional authorization.

COMPENSATION

The estimated lump sum fee for the scope listed above is **\$10,350.00**, as detailed in the level of effort table.

Project Name: Bamore Road Segment 2 From Klauke Road to Cottonwood School Road
Consultant: HALFF
Project No: 17105
Date: 2022-04-19

LEVEL OF EFFORT					
TASK DESCRIPTION	Principal	Project Manager	Engineer In Training	GIS/Admin/ Clerical	TOTAL LABOR HRS. & COSTS
PRELIMINARY ENGINEERING DESIGN FOR ROUNDABOUT					
Coordination Meetings w/ BBI and Fort Bend County		2	2		4
PDF Exhibit Preparation	3	12	24		39
Revisions to PDF Exhibit		2	4		6
Coordination with Amani Engineering, Inc	2	4		2	8
SUBTOTAL PRELIMINARY ENGINEERING DESIGN FOR ROUNDABOUT	5	20	30	2	57
HOURS SUB-TOTALS	5	20	30	2	57
HOURLY RATE	\$330.00	\$200.00	\$150.00	\$100.00	
TOTAL LABOR COSTS	\$1,650.00	\$4,000.00	\$4,500.00	\$200.00	\$10,350.00
% DISTRIBUTION OF STAFFING	15.94%	38.65%	43.48%	1.93%	100%

ATTACHMENT B

Fee Proposal Surveying Services for Roundabout



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

April 15, 2022

Halff Associates, Inc.
14800 St. Mary's Lane, Suite 160
Houston, TX 77079-2943

VIA Email: aPurkey@Halff.com

Attn: Ms. Ashley Purkey, P.E.

Re: Fort Bend County 2017 Mobility Projects -Bamore Segment 2 from Klauke Road to Cottonwood Road, Fort Bend County, Texas
Fee Proposal Surveying Services for Roundabout-Revision 1

Dear Ms. Purkey,

Amani Engineering, Inc. is pleased to submit this revised fee proposal for surveying services for the above referenced project. We propose the following scope of work, deliverables, schedule, exceptions and fee for our services.

I. SCOPE OF WORK:

Option I:

- Title commitments to be provided by client
- Texas RPLS signed and sealed survey will be provided for one (1) parcel map with associated metes and bounds descriptions.

Option II:

- Abstracting will be performed on two (2) parcel
- Texas RPLS signed and sealed survey will be provided for two (2) parcel maps with associated metes and bounds descriptions.

II. DELIVERABLES:

- Right-of-way acquisition exhibit and associated metes and descriptions signed and sealed by Texas RPLS in pdf format.

III. SCHEDULE:

- Option I-Six (6) weeks to complete two (2) roundabout ROW acquisition parcels after receiving the proposed roundabout in CAD format.
- Option II-Eight (8) weeks to complete two (2) roundabout ROW acquisition parcels after receiving the proposed roundabout in CAD format.

IV. EXCEPTIONS:

- Updating topographic survey.
- Coordination for site access and right-of-entry. Right of entry (ROE) is needed to gain access to the site. ROE will be obtained by the client.
- Approved alignment of right-of-way and centerline will be provided by client before ROW acquisition survey will be started.
- Extra work that is not included in our scope of work

Halff Associates, Inc.
Fort Bend County 2017 Mobility Project
Fee Proposal Surveying Services for Roundabout-Revision I
April 15, 2022
Page 2 of 2

V. FEE:

The estimated lump sum fee for Option I, parcel acquisition exhibit and associated metes and bounds descriptions is **\$6,200.00**.

The estimated lump sum fee for Option II, including abstracting, parcel acquisition exhibit and associated metes and bounds descriptions is **\$7,286.00**.

See enclosed Exhibit – B, Level of Effort Estimate for details.

We appreciate the opportunity to propose on this project. Please call Christina Weaver, RPLS at 713-270-5700 x 116 if you have questions or need additional information concerning this proposal.

Yours Sincerely,
For Amani Engineering, Inc.

Mahesh Dutta, P.E., CFM
Executive Vice President

TBPE Firm Reg. No. F-4528
TBPLS Firm Reg. No. 10028200

HPK: md: cw

Enclosures: 1) Exhibit – A, Parcel Acquisition Sketch
2) Exhibit – B, Level of Effort Estimate

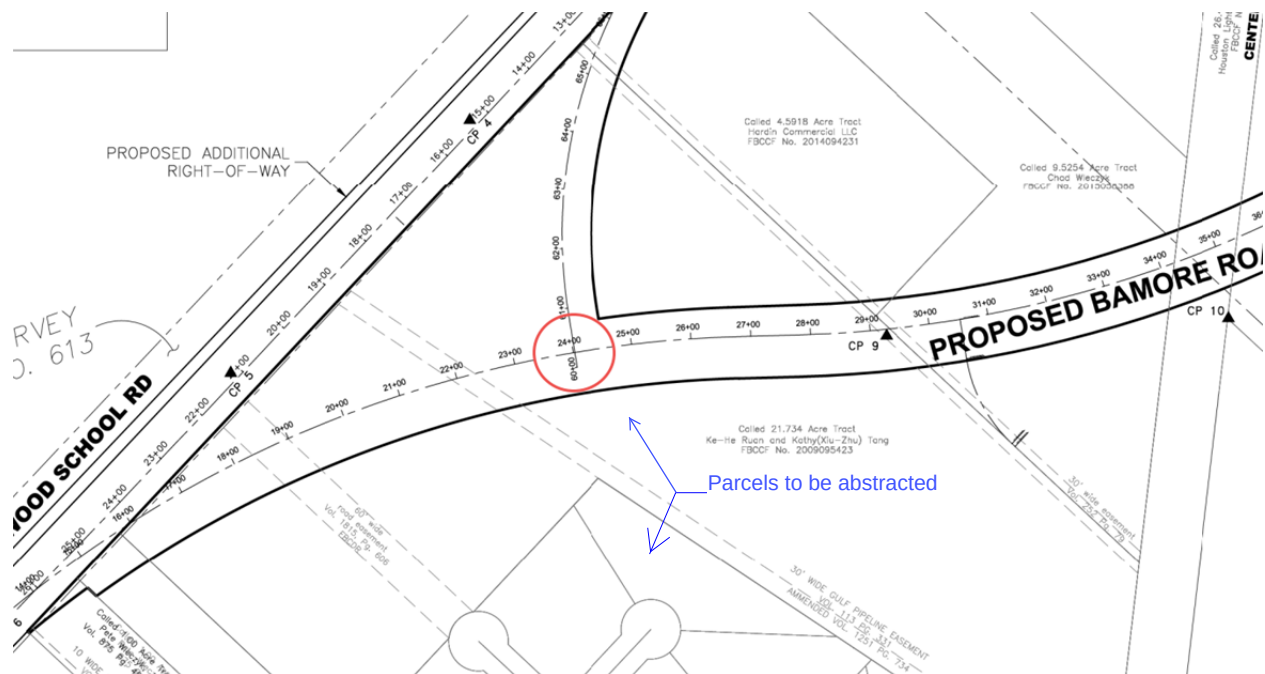
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EXHIBIT B - LEVEL OF EFFORT FEE ESTIMATE
Roundabout

PROJECT NAME: Barmore Road-Seg. 2
LIMITS: From Klauke Rd. to Cottonwood School Rd.
FORT BEND COUNTY 2017 MOBILITY PROJECTS
CLIENT: HALFF ASSOCIATES

DATE: 4/15/22

ITEM NO	TASK DESCRIPTION	PROJECT MANAGER	RPLS TASK LEADER	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	ADMIN/ CLERICAL	TOTAL HRS.	COST PER TASK
	CONTRACT RATE PER HOUR	\$165.00	\$150.00	\$95.00	\$90.00	\$140.00	\$170.00	\$60.00		
Option I										
	ROW Parcel Acquisition Survey (2 parcels @ \$3,000 EA)									\$6,000.00
	SUBTOTAL OPTION I									\$6,000.00
Option II										
	Abstracting (2 Parcels @ \$500.00 EA)									\$1,000.00
	ROW Parcel Acquisition Survey (2 parcels @ \$3,000 EA)									\$6,000.00
	SUBTOTAL OPTION II									\$7,000.00
DIRECT EXPENSES		QUANTITY	UNIT	RATE						TOTAL
	Mileage	100	mile	0.56						56.00
	Tolls (Estimated)									0.00
	Overnight mail - oversized box		each	30.00						0.00
	Photocopies B/W (8.5" X 11")	100	each	0.10						10.00
	Photocopies B/W (11" X 17")	100	each	0.20						20.00
	GPS RTK	8	hour	25.00						200.00
	SUBTOTAL DIRECT EXPENSES									\$286.00
	TOTAL FEE Option I									\$6,200.00
	TOTAL FEE Option II									\$7,286.00



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.**

Halff Associates Inc.
Richardson, TX United States

Certificate Number:
2022-957593

Date Filed:
11/21/2022

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:
12/13/2022

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.

Project No.17105
Fort Bend County/2017 Mobility Bond Program-Project No.17105; Barmore Road-Segment 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Baker , Jessica	Richardson, TX United States	X	
	Bertram, Shawn	Austin , TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Miller, Steven	Austin, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Pylant, Ben	Fort Worth , TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Zapalac, Russell	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
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Fort Bend County

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Project No.17105
Fort Bend County/2017 Mobility Bond Program-Project No.17105; Barmore Road-Segment 2

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)