

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

(Halff Associates, Inc. – Drainage Review Services)

This Amendment to Agreement for Professional Consulting Services (“First Amendment”) is made and entered into by and between FORT BEND COUNTY DRAINAGE DISTRICT (“District”), a Special District and Halff Associates, Inc. (“Consultant”), a Texas Corporation. District and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Parties previously entered into that certain agreement on March 12, 2024 (the “Agreement”) for Professional Consulting Services to provide assistance to the District in review of drainage report submittals; and

WHEREAS, by execution of this First Amendment the Parties desire to amend certain terms and exhibits of the Agreement (as amended), increase the total Maximum Compensation for the completion of drainage review services and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree the Agreement, as amended by the First Amendment, is hereby amended as follows:

1. **Scope of Services.** District shall pay Consultant an additional Eighty Thousand and 00/100 Dollars (\$80,000.00) for the performance and completion of drainage review services as provided in Exhibit A-1 attached hereto.
2. **Time of Performance.** The Parties acknowledge and agree that services provided hereunder were and are supported by good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties. Time for performance for the Scope of Services under this First Agreement shall begin with Consultant’s receipt of Notice to Proceed and shall end no later than September 30, 2024. Consultant shall complete such tasks as provided in Exhibit A-1 attached hereto within this time or within such additional time as may be extended in writing by the Parties.
3. **Limit of Appropriations.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for the Services rendered under this Agreement, as amended, is hereby increased to an amount not to exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) authorized as follows:

\$80,000.00 under the Agreement; and
\$80,000.00 under the First Amendment

In no event shall the amount paid by District under this Agreement exceed the Maximum Compensation without a District approved change order. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that District shall have available the total maximum sum of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) specifically allocated to fully discharge any and all liabilities District may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that District may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00).

4. Section 9 of the Agreement shall be amended in its entirety as follows:

Indemnity. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONSULTANT OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL. CONSULTANT SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 9 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY DRAINAGE DISTRICT AS AN ADDITIONAL INSURED.

5. Section 24 of the Agreement shall be amended in its entirety as follows:

Performance Representation. Consultant represents to District that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Consultant shall provide the Services to District with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

6. Exhibit A of the Agreement shall be replaced in its entirety by “Exhibit A-1” attached hereto and incorporated by reference for all intents and purposes.
7. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
8. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO DISTRICT FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
9. **Modifications and Conflict.** Except as modified herein, the Agreement 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 Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, District and Consultant hereto have executed this Second Amendment to be effective on the date signed by the last Party hereto.

**FORT BEND COUNTY
DRAINAGE DISTRICT**



KP George, County Judge

June 25, 2024

Date

HALFF ASSOCIATES, INC.



Authorized Agent – Signature

C. Andrew Moore

Authorized Agent- Printed Name

Water Resources Team Leader

Title

6/12/2024

Date

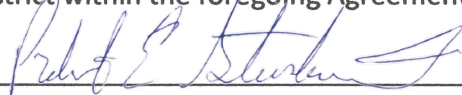
APPROVED:



Mark Vogler, P.E., Chief Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 160,000.00 are available to pay the obligation of Fort Bend County Drainage District within the foregoing Agreement.



Robert Ed Sturdivant, District Auditor

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-- halff associates, inc..docx – DRP 05.17.24

EXHIBIT A-1

(Consultant's Proposal Follows Behind)



March 25, 2024
43565

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

RE: Proposal for On-Call Fort Bend County Drainage Reviews

Dear Mr. Vogler,

We are pleased to present the following amendment to the scope of work for on-call engineering professional services for the Fort Bend County Drainage District for an additional \$80,000.00. The original scope of services is attached as Attachment A. Our rate schedule for the on-call services is attached as Attachment B.

We appreciate the opportunity to work with you and the Fort Bend County Drainage District. Please do not hesitate to contact me at amoore@halff.com or at (937) 777-6377 if you have any questions regarding this proposal.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "C. Andrew Moore".

C. Andrew Moore, PE, CFM
Water Resources Team Leader

C: Ryan Londeen, PE, CFM
Kaitlynn Homburg, PE, CFM



**Attachment A
Scope of Work
Drainage Review Assistance Services**

Halff Associates, Inc. (Consultant) will provide assistance in review of drainage reports submittals for Fort Bend County Drainage District (District).

TASK 1. MANAGEMENT

Consultant will manage the work outlined in this scope to help facilitate the efficient use of Consultant's and District's time and resources. Consultant will manage change, communicate, coordinate internally and externally as needed, and address issues with the District's Project Manager and others as necessary to make progress on the work.

1.1 Managing the Team

- Lead, manage and direct team activities
- Establish quality control practices in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2 Communicating and Reporting

- The Consultant will maintain a log of all drainage reviews in a manner approved by the District's Project Manager. The log will include project name and number, dates of receipt of reports, review costs, name of review engineer, date of completion of review, and status of review.
- At the request of the District's Project Manager, the Consultant will attend meetings (virtual) with the Developer and Developer's Engineer to discuss comments. The Consultant will not discuss review comments or meet with Developers or Developer's Engineers concerning the review project outside of the District meetings unless requested by District Staff.
- The Consultant will prepare invoices, in accordance with [Attachment B](#) to this standard agreement, and submit monthly in the format requested by the District.

DELIVERABLES

- A. Drainage Review Logs
- B. Digital Copies of all correspondence with Applicants
- C. Monthly Invoices
- D. Monthly Progress Reports

TASK 2. TASK ORDER IMPLEMENTATION

2.1 Initiate Task Order Request

The District's Project Manager or (designated representative) will provide Consultant with digital copies of all submitted materials. The District will specifically request the type of review needed. The files will include the information submitted to the District such as completed checklists, plans, computations, reports, and computer models. The District's Project Manager should also provide additional background information needed by the Consultant such as the existence of known downstream drainage problems and flooding.

2.2 Initial Review

Drainage reports and applicable models will be reviewed for conformance with the most current Drainage Criteria Manual for Fort Bend County. Comments will be summarized in a transmittal letter. The Consultant will be available to discuss comments with the District's Project Manager as needed. The District's Project Manager will be responsible for providing comments to the Developer and Design Engineer. Initial reviews shall be completed within 14 calendar days of notification from District's Project Manager.

2.3 Subsequent Review

Up to one additional review of revised drainage reports and models will be performed by the Consultant. Any other additional reviews are not included in this contract. The review will be completed within 14 calendar days of notice of re-submittal.

If initial comments issued during the initial review have been addressed in the subsequent submittal, Consultant will prepare a letter notifying District's Project Manager that the submittal complies with current drainage criteria for Fort Bend County.

If initial comments are not fully addressed in the subsequent submittal, the District will be notified accordingly. The Consultant will coordinate any other additional reviews with the District in accordance with Task 2.2.



**Attachment B
Compensation
Drainage Review Assistance Services**

Consultant will be compensated for performing services enumerated in **Attachment A** as follows:

MAXIMUM RATE SCHEDULE

<u>Position</u>	<u>Maximum Hourly Rate</u>
Principal-in-Charge	\$340.00
Project Manager	\$250.00
Senior Project Manager	\$280.00
QA/QC Manager	\$260.00
Project Engineer	\$190.00
Senior Engineer-in-Training	\$150.00
Graduate Engineer (EIT)	\$130.00
Senior GIS Analyst	\$165.00
GIS Analyst	\$120.00
CADD Manager	\$155.00
CADD Technician	\$120.00
Administrative /Clerical Support	\$95.00

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**

Certificate Number:
2024-1174810

Date Filed:
06/12/2024

Date Acknowledged:
06/25/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Half Associates, Inc.
Richardson, 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.
19607
Consultant for Drainage Review

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Baker Daily, Jessica	Richardson, TX United States	X	
	Bertram, Shawn	Austin , TX United States	X	
	Cranston, Shaun	Austin, TX United States	X	
	Delgado, Jose	McAllen, TX United States	X	
	Engelhardt, Cindy	Austin, TX United States	X	
	French, Sherri	Frisco, TX United States	X	
	Hollis, Leigh	Frisco, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Moya, Michael	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	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 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.
Half Associates, Inc.
Richardson, TX United States

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Fort Bend County

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06/25/2024

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.
19607
Consultant for Drainage Review

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)