

STATE OF TEXAS §
COUNTY OF FORT BEND §

AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Amendment ("Amendment") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and HR Green, Inc. ("Consultant"), a Texas corporation. County 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 or about February 7, 2023 (the “Agreement”) for roadway improvements for select side streets in Magnolia Place along Evergreen Street, California Street, and Post Oak Street under Mobility Bond Project No. 20225x pursuant to SOQ 14-025; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide for additional services and to increase the total Maximum Compensation for the completion of such services as set forth therein.

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

1. **Compensation.** County shall pay Consultant an additional Two Hundred Sixty-One Thousand Five Hundred Forty Seven and 00/100 Dollars (\$261,547.00) for the performance and completion of additional services as described in Consultant's Proposal dated December 4, 2023 (the "Services") attached hereto as "Exhibit A-1" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Five Hundred Three Thousand Nine Hundred Eighteen and 82/100 Dollars (\$1,503,918.82) authorized as follows:

\$1,242,371.82 under the Agreement
\$ 261,547.00 under this First Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant 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 One Million Five Hundred Three Thousand Nine Hundred Eighteen and 82/100 Dollars (\$1,503,918.82)

specifically allocated to fully discharge any and all liabilities County 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 County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Five Hundred Three Thousand Nine Hundred Eighteen and 82/100 Dollars (\$1,503,918.82).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT 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.
5. **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 First Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS

KP George

KP George, County Judge

4.9.2024

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski

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

HR GREEN, INC.

Stephen Sparks

Authorized Agent – Signature

Stephen Sparks

Authorized Agent- Printed Name

Vice President

Title

3/7/2024

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,503,918.82 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant

Robert E. Sturdivant,
County Auditor

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EXHIBIT A-1

(Consultant's Proposal Follows Behind)



▶ 11011 Richmond Avenue | Suite 200
Houston, TX 77042
Main 713.965.9996 + **Fax** 713.965.0044
▶ HRGREEN.COM

Mr. Gabriel Odreman, PE
1160 Dairy Ashford, Suite 500
Houston, TX 77079

December 4, 2023

RE: Proposal for Survey of Evergreen side streets in Magnolia Place in Fort Bend County.

Dear Mr. Odreman:

HR Green is pleased to submit this supplemental proposal for performing engineering services for the above referenced project. The proposal includes verification of control points set by Interland, limited topographic verification of existing survey performed by Interland, category 1A condition III land title survey, development of right-of-way and control sheets by MBCO, and coordination between HR Green, RPS, sub consultants, and adjacent projects. This proposal presents a general overview with preliminary construction cost estimate, scope of service, and proposed fee.

GENERAL OVERVIEW

The project limits are located within Magnolia Place Area in Unincorporated Fresno, Texas in Fort Bend County. The project area consists of 9 side streets tying into Evergreen St. The existing roadway(s) consists of gravel roads and asphalt roads of varying widths, open ditch areas, and variable width ROW that needs to be properly delineated.

PROPOSED FEE

The proposed fee for MBCO survey of the streets tying to Evergreen Street is \$261,547 (including HR Green fees).

SCOPE OF SERVICES

I. Preliminary Design Phase

- Project coordination with Fort Bend County and RPS and Surveyor (MBCO).
- Project Management and Coordination with Gradient and Cobb Fendley
- Coordinate with Surveyors to obtain Topographic Survey and ROW mapping on Evergreen side streets (MBCO)
- Perform QA/QC for PER phase

II. Final Design Phase Services

70% Submittal

- Prepare Survey Control Map sheets for Evergreen side streets (by MBCO).
- Prepare Right-of-Way Map sheets for Evergreen side streets (by MBCO)



Mr. Gabriel Odreman, PE
Proposal for Fresno Improvements
November 29, 2023

Phase 1: Preliminary Phase Services (Lump Sum Service)

Coordination and work by HRG	\$5,480.00
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Total Services by HRG	\$5,480.00
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Additional Services

Topographic Survey by MBCO Surveying	\$256,067.00
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Total Additional Services	\$256,067.00
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Total Engineering Cost	\$261,547.00
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HR Green appreciates the opportunity to submit this proposal and we look forward to working with you and your staff on this important project. Please call should you have any questions or comments.

Sincerely,

A handwritten signature in blue ink that reads 'Jesus Olivas'.

Jesus Olivas, P.E.
Project Manager
HR GREEN, INC.



TOTAL LEVEL OF EFFORT (LOE) FEE ESTIMATE

FRESNO EVERGREEN PROJECT

FORT BEND COUNTY

		Construction Cost
LUMP SUM SERVICES		\$7,000,000
PHASE 1 PRELIMINARY PHASE BASIC SERVICES - HR GREEN COORDINATION	\$5,480.00	0.08%
SUB TOTAL LUMP SUM SERVICES	\$5,480.00	0.08%
ADDITIONAL SERVICES		
SURVEY - MBCO SURVEYING	\$256,067	3.66%
TOTAL ADDITIONAL SERVICES	\$256,067.00	3.66%
PROJECT TOTAL	\$261,547.00	3.74%



PHASE 1: PRELIMINARY DESIGN PHASE LEVEL OF EFFORT (LOE) FEE ESTIMATE - MBCO SURVEY OF EVERGREEN STREETS
FRESNO EVERGREEN PROJECT
FORT BEND COUNTY

LUMP SUM
SERVICE

DURATION FOR PRELIMINARY DESIGN PHASE BASIC SERVICES = 90 DAYS												
	Principal / Managing Director	Senior Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior CADD Technician	CADD Technician	Admin / Clerical	Total Hours	Total Cost		
HOURLY RATE INCLUDING MULTIPLIER (3 X)	\$ 270	\$ 245	\$ 165	\$ 130	\$ 120	\$ 155	\$ 120	\$ 105				
1. Project Coordination											#of sheets	Total Hrs/Sht
1.1 Coordinate/Meetings with Fort Bend County and GEC to assist MBCO Surveyor		1	4	5					10	\$ 1,555		
1.2 Coordinate with Regulatory Agencies/Utilities to assist MBCO		1	4	5					10	\$ 1,555		
									0	\$ -		
Subtotal Hours	0	2	8	10	0	0	0	0	20	\$ 3,110		
Subtotal Fee	\$ -	\$ 490	\$ 1,320	\$ 1,300	\$ -	\$ -	\$ -	\$ -		\$ 3,110		
8. Prepare Drainage Study (Scott and Angela)											#of sheets	Total Hrs/Sht
8.1 Project Coordination/Meetings with Cobb Fendley and Gradient(original hours estimated: 6 hours)		2	2						4	\$ 820		
8.2 Field Visit/Topographic Survey Verification									0	\$ -		
8.3 Data Gathering/Research									0	\$ -		
8.4 Existing DA Delineation/Runoff Characterization/XPSWMM Model Build									0	\$ -		
8.5 Proposed Runoff Characterization/XPSWMM Model Build									0	\$ -		
8.6 Proposed Mitigation Volume Requirement/XPSWMM Model									0	\$ -		
8.7 Determine Mitigation requirements and Alternatives/XPSWMM Model									0	\$ -		
8.8 Results and Alternatives Analysis									0	\$ -		
8.9 Develop drainage report with FBC Drainage District criteria									0	\$ -		
8.10 Report QA/QC (original hours estimated: 17 hours)		1	1	4		4			10	\$ 1,550		
8.11 Response to Comments									0	\$ -		
Subtotal Hours	0	3	3	4	0	4	0	0	14	\$ 2,370		
Subtotal Fee	\$ -	\$ 735	\$ 495	\$ 520	\$ -	\$ 620	\$ -	\$ -		\$ 2,370		
TOTAL PHASE I BASIC SERVICES HOURS	0	5	11	14	0	4	0	0	34			
TOTAL PHASE I BASIC SERVICES FEES	\$ -	\$ 1,225	\$ 1,815	\$ 1,820	\$ -	\$ 620	\$ -	\$ -		\$ 5,480		

PROPOSAL FOR LAND SURVEYING SERVICES

December 4, 2023

Jesus Olivas, P.E.

HR Green, Inc
11011 Richmond, Suite 200
Houston, TX 77042

Ref: Request for boundary surveys for 98 individual parcels, Magnolia Place, Fresno, TX in Fort Bend County, Texas.

Mr. Olivas:

MBCO is pleased to submit this proposal for professional surveying services for the scope provided by HR Green and RPS, which will consist of up to 98 Category 1A, Condition III Boundary Surveys for acquisition as well as 9 metes & bounds descriptions and surveys of the final rights-of-way after takings. The proposal also includes limited Verification of the Category 6, Condition II topographic surveys of 9 individual streets provided by Interland Surveying as shown on Exhibit "A" attached.

CONTROL

- MBCO will verify coordinates of seventeen (17) primary GPS horizontal control points set by Interland Surveying based on the Texas Coordinate System of 1983, South Central Zone No. 4202, utilizing the vertical datum NAVD88 (2001 Adjustment) and Geoid18.
- Re-establish control at time of construction.
- Update control maps with new control or updates in distance ties at the time of construction

CATEGORY 1A, CONDITION III LAND TITLE SURVEY



- MBCO will perform up to 98 individual Category 1A, Condition III Land Title Surveys for right-of-way acquisition. The surveys will be accompanied by a metes & bounds description and survey of the 9 final street rights-of-way.
- MBCO will research and recover sufficient boundary/right-of-way information necessary to establish the existing boundary/right-of-way within the project area and create metes and bounds description for the areas to be acquired.
- The acquisition areas will be monumented at all new or missing right-of-way/acquisition parcel corners.
- MBCO will use a sub-contractor to supply an abstractors certificate for the parcels being surveyed.

LIMITED TOPOGRAPHIC SURVEY VERIFICATION

MBCO will collect limited survey data on the nine (9) individual streets to verify the horizontal and vertical information previously provided to HR Green by Interland Surveying. MBCO will collect data to verify elevations of asphalt roads, ditches, driveways, and culverts. This data will be collected at random areas within the project area and will not verify that the previously provided topographic survey is accurate in its entirety but rather that the areas surveyed are within the tolerance of a Category 6 Condition I topographic survey per the Manual of Practice for Land Surveying in the State of Texas.

MBCO ASSUMPTIONS:

- This proposal is based solely and exclusively on the best interpretation of the scope as provided by RPS and HR Green and as shown on Exhibits “A”, attached. Any changes to the project location, area, or scope will significantly impact costs and fees and will require a new cost proposal.
- MBCO will not enter yards/properties over or through locked gates or fences.
- MBCO will not survey yards/properties with animals that are not restrained.
- MBCO cannot control the weather and cannot be held responsible for delays in schedule due to inclement weather.
- MBCO survey field crews must be given access to properties on a timely basis. This proposal makes no allowance for return trips because of access issues. MBCO will need access to parcels on the day of survey. Return trips will incur additional charges.
- The prices in this proposal are lump sum prices for the scope provided. If the amount of parcels or linear feet changes, MBCO reserves the right to adjust fees accordingly.
- MBCO will work tasks in the most efficient manner possible, requests to do tasks out of order may lengthen the schedule timeline and add additional cost.

DELIVERABLES:

- Signed and sealed boundary surveys in .pdf format.

- Signed and sealed control maps of seventeen (17) primary control points.
- Signed and sealed metes and bounds description of acquisition parcel in .pdf format
- Metes and bounds description in .doc format for title purposes.
- MicroStation .dgn file of the boundary survey.
- Point File in the standard ASCII (P,N,E,Z,D) format.

SCHEDULE:

MBCO will complete the above-described scope of services within eighty-five (85) business days from receiving the signed notice-to-proceed.

LUMP SUM COMPENSATION:

Total Lump Sum Survey Fee \$ 256,067.00

- **Control..... \$13,190.00**
- **Topographic Verification... \$6,720.00**
- **Project Management.....\$9,335.00**
- **Boundary..... \$226,822.00**
 - **98 Acquisition parcel surveys \$2,039.00 per parcel including abstractors certificate. (\$1,664.00+\$375 abstracting fees \$199,822.00)**
 - **9 final ROW maps \$3,000.00 per street (\$27,000.0)**

The above-mentioned Surveying Services is a Lump Sum Fee, which will be billed at project completion or percent completion at the end of every month for the duration of the project, to be paid in full within 30 days of invoice date.

This cost proposal is valid for 30 days from the date of the proposal and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions, you may reach me at Jeff.Ketchum@mbcoengineering.com.

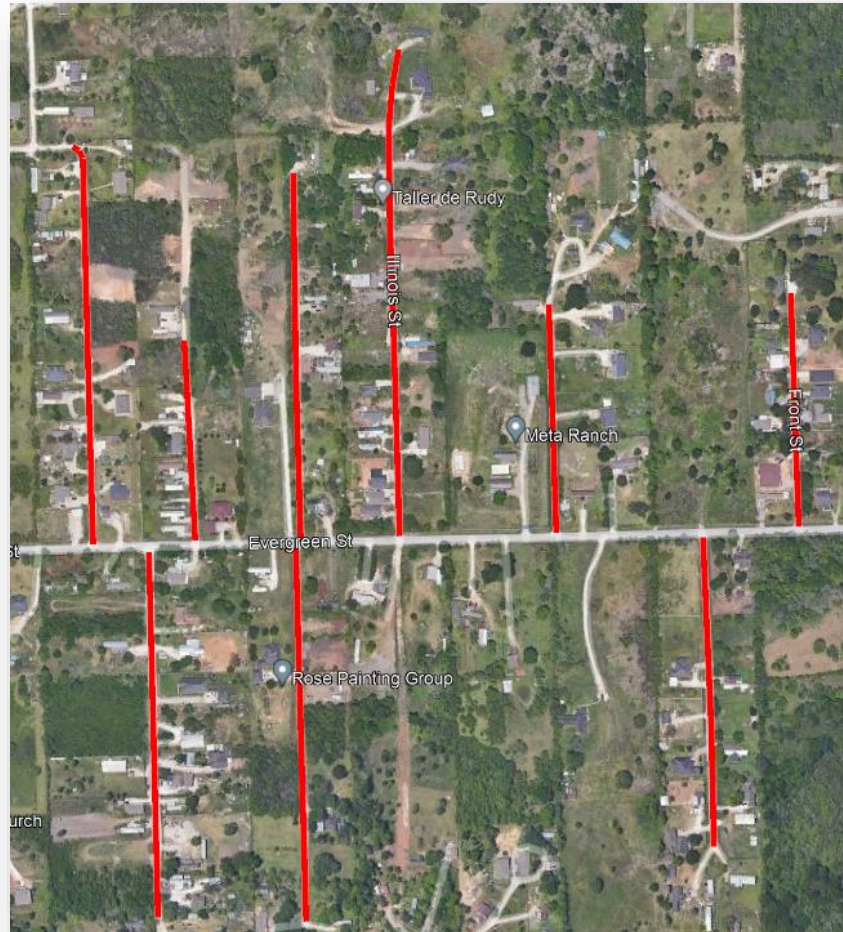
Thank you for the opportunity and we appreciate doing business with you.

Sincerely,



Jeff Ketchum
Survey Project Coordinator

Exhibit "A"



SUMMARY OF SURVEY TOTALS	
Total Basic Services	\$ 256,067.00
Total Additional Services	\$ -
Total Planting Services	\$ -
Total Survey Fee	\$ 256,067.00

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.**

HR Green, Inc.
Houston, TX United States

Certificate Number:
2024-1136973

Date Filed:
03/20/2024

Date Acknowledged:
04/09/2024

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.

20225x
Roadway improvements for side streets in Magnolia Place along Evergreen Street, California Street, and Post Oak Street in Ft. Bend County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Poppen, Jason	Houston, TX United States	X	
	White, Richard	Cedar Rapids, IA United States	X	
	Byard, Michelle	Cedar Rapids, IA United States	X	
	Urbina, Francisco	McHenry, IL United States	X	
	Mrowicki, Andrew	Aurora, IL 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)