

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS THIRD 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 Brown & Gay Engineers, 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 July 8, 2014, (hereinafter "Agreement") pursuant to SOQ 14-025, an Amendment to the Agreement on March 24, 2015, (hereinafter "First Amendment") to add geotechnical services; and an additional Amendment to the Agreement on June 23, 2015 (hereinafter "Second Amendment") to add surveying services; and

WHEREAS, the parties desire to further amend the Agreement to add additional metes and bounds services.

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

1. Services to be rendered under the Agreement shall be amended to add professional metes and bounds services, as described in the Proposal for Professional Services – Additional Services (Metes and Bounds) dated May 12, 2016, attached hereto as Exhibit A, and incorporated herein for purposes.
2. County shall pay Contractor an additional three thousand dollars and no/100 (\$3,000.00), on a lump sum basis, for the professional metes and bounds services to be rendered under this Third Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred sixty-seven thousand one hundred ten dollars and no/100 (\$170,110.00), allocated as follows:
 - A. \$150,000.00 under the Agreement;
 - B. \$11,110.00 under the First Amendment;
 - C. \$6,000.00 under the Second Amendment; and
 - D. \$3,000.00 under this Third Amendment.
4. In no case shall the amount paid by County for all Services under the Agreement, the First Amendment, Second Amendment and this Third Amendment exceed the Maximum Compensation without written agreement executed by the parties.

5. The time of performance for all Services to be provided by Contractor, including the additional services, shall be extended by twelve (12) months from the date of termination as provided in the Agreement.

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

FORT BEND COUNTY

BROWN & GAY ENGINEERS, INC.

Robert E. Hebert, County Judge

Randy N. Randermann, Senior Vice President

Date

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

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EXHIBIT A



May 12, 2016

Mr. Richard Stolleis, P.E.
Fort Bend County Engineering
1142 Blume Road
Rosenberg, TX 77471-1449

Re: Proposal for Professional Services – Additional Services (Metes and Bounds)
Spring Green Boulevard (Avalon at Katy to Hawks Prairie Blvd.)
CIP Project Number 13318
Fort Bend County, Texas

Dear Mr. Stolleis:

Brown & Gay Engineers, Inc. (BGE) is pleased to submit this proposal for professional services – additional services for the referenced project. Fort Bend County previously approved the basic services proposal for this project. After review of the available information, it was determined that three (3) of the previously created Metes and Bounds needed to be combined based on agreement with the property owner. We are presenting this proposal for the additional Metes and Bounds. The scope of services, estimated fees and schedule are described herein.

SCOPE OF SERVICES

BGE will prepare metes and bounds for acquisition of a portion of property that includes the Katy Flewellen right-of-way, the proposed detention pond and the relocated pipeline easement as agreed upon during discussions with the property owner.

FEES

II. ADDITIONAL SERVICES

Compensation for Additional Services will be on a lump sum basis as shown below:

B. Metes & Bounds	\$3,000
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SCHEDULE

The additional Metes and Bounds have already been delivery to prevent delay in the construction of the project.

We appreciate the opportunity to provide this proposal to Fort Bend County and look forward to working together to toward completion of this important project. If you have any questions, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan A. Adams".

Nathan A. Adams, P.E.
Project Manager

A handwritten signature in blue ink, appearing to read "Mark S. Froehlich".

Mark S. Froehlich, P.E.
Director