

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

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

**THIS FOURTH 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 Halff Associates, 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 June 2, 2015, (hereinafter “Agreement”) pursuant to SOQ 14-025; as amended by documents dated December 1, 2015, (hereinafter “Amendment”), September 6, 2016, (hereinafter “Second Amendment”), and February 14, 2017, (hereinafter “Third Amendment”); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided, increase the total Maximum Compensation, and extend the Time of Performance under the Agreement for the completion of such additional services.

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

1. County shall pay Contractor an additional twelve thousand one hundred fifty dollars and no/100 (\$12,150.00), for the additional construction staking, parcel acquisition assistance, and other Services as described in Contractor’s Proposal dated September 21, 2018, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed four hundred twelve thousand six hundred dollars and no/100 (\$412,600.00), authorized as follows:
  - \$325,000.00 under the Agreement;
  - \$29,000.00 under the Amendment;
  - \$38,250.00 under the Second Amendment;
  - \$8,200.00 under the Third Amendment; and
  - \$12,150.00 under this Fourth Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.

4. The parties hereby agree that the terms and conditions of the Agreement have remained in effect to date, and the Time of Performance under the Agreement shall hereby be extended to end no later than June 30, 2019.
5. Certain State Law Requirements for Contracts
  - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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

FORT BEND COUNTY

HALFF ASSOCIATES, INC

\_\_\_\_\_  
Robert E. Hebert, County Judge

  
Michael Barbier, Transportation Manager

\_\_\_\_\_  
Date

10-1-2018  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First 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

# EXHIBIT A



September 21, 2018

Fort Bend County Engineering Department  
301 Jackson Street  
Richmond, Texas 77469

Attn: Richard Stolleis, P.E.

**RE: Supplemental for Additional Services associated with  
Beechnut Improvements from F.M. 1464 to Lobera Drive**

Dear Mr. Stolleis:

Halff Associates Inc. is pleased to submit this proposal for professional engineering services for the above referenced project. The scope of work includes items listed in the original agreement for Bid and Construction Phase services.

During the construction phase of the project, Halff has been asked to perform additional tasks not included in the original scope of services including construction staking and additional parcel acquisition assistance. These additional services have caused the original budget for Bid and Construction Phase to be depleted prior to the completion of construction.

Halff requests that additional budget be added to cover Construction Phase Services for the estimated remaining 5 months of construction. A labor breakdown and level of effort is included as Attachment B. The estimated cost to perform the work is \$12,150.00.

We appreciate the opportunity to work on this important assignment. We are available to discuss this proposal at your convenience and stand ready to commence work immediately upon receipt of the notice to proceed.

Sincerely,  
***Halff Associates, Inc.***

A handwritten signature in black ink, appearing to read "Michael Barbier", written over a light blue horizontal line.

Michael Barbier, P.E.  
Transportation Team Leader

