

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS 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 Terra 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 May 22, 2018, (hereinafter “Agreement”) which was last amended on or about February 2, 2019, pursuant to SOQ 14-025; and

WHEREAS, the parties desire to amend the Agreement for additional engineering services to be provided and increase the total Maximum Compensation for such additional services.

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

1. County shall pay Contractor an additional fifteen thousand eight hundred dollars and 00/100 (\$15,800.00) for the additional engineering services as described in Contractor’s proposal dated May 20, 2019, 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 one million one hundred ninety-three thousand and eighty dollars and 00/100 (\$1,193,080.00), authorized as follows:
 - \$1,177,280.00 under the Agreement; and
 - \$15,800.00 under this 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 further written agreement executed by the parties.

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

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

TERRA ASSOCIATES, INC

KP George, County Judge



Lyle Henkel, President

Date

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

LaNetra S. Lary, 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 20, 2019

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineering
301 Jackson Street
Richmond, TX 77469

Re: **Brandt Road from Mason Road to McCrary Road**
Fort Bend County Project No. 17310, Precinct No. 3 (2017 Mobility Bonds)

Fort Bend County Project No.: 17310
TAI Project No.: 0522-1801
TBPE Registration No.: F-003832

Mr. Slawinski:

In accordance with the request of Fort Bend County, we are pleased to submit this request for additional authorization related to the above referenced project. This request is intended to confirm our **Scope of Services** and your authorization. Services will be provided in conformance to our Agreement / Proposal for Civil Engineering Services, and the Scope of additional Services includes the following:

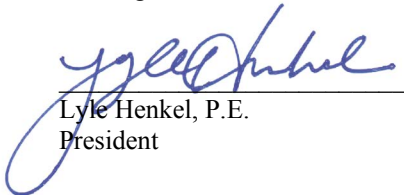
1. Four (4) unobstructed visibility easements (UVEs) are required at the roundabouts that are not able to be either shown on plats or obtained any other way.
2. Retaining wall design at Jones Creek bridge. One retaining wall is needed at the SEQ of the bridge.

We propose that our compensation for the above described extra services be provided on a fixed fee basis. According to our herein described understanding of the scope of services involved, the total cost of our extra services is as follows:

1. UVEs:	\$ 6,000
2. Retaining Wall Design	<u>\$ 9,800</u>
Total:	\$ 15,800

Please let us know if you need additional information concerning this request.

Best regards,



Lyle Henkel, P.E.
President

Cc: Mark Dessens, SPI