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 Doucet & 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 April 28, 2015, (hereinafter "Agreement"), pursuant to SOQ 14-025, as amended by documents executed on February 6, 2018, (hereinafter "Amendment"), and May 28, 2019, (hereinafter "Second Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided, extend the time of performance, and increase the total Maximum Compensation to complete the additional services.

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

- County shall pay Contractor an additional eight thousand three hundred dollars and no/100 (\$8,300.00) to perform the additional services as described in proposal dated March 25, 2020 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 three hundred twelve thousand two hundred eighty dollars and no/100 (\$312,280.00), authorized as follows:

\$220,500.00 under the Agreement;

\$12,000.00 under the Amendment

\$71,480.00 under the Second Amendment; and

\$8,300.00 under this Third Amendment.

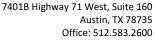
- 3. In no case shall the amount paid by County for all Services under the Agreement any subsequent amendment exceed the Maximum Compensation without written amendment executed by the parties.
- 4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

FORT BEND COUNTY	DOUCET & ASSOCIATES, INC	
KP George, County Judge	Authorized Agent – Signature	
Date	Keith E. Young, P.E. Authorized Agent – Printed Name	
ATTEST:	Vice President/Director of Engineering Services Title	
Laura Richard, County Clerk	<u>April 21, 2020</u> Date	
APPROVED:		
J. Stacy Slawinski, P.E., County Engineer		
APPROVED AS TO LEGAL FORM:		
Marcus D. Spencer, First Assistant County Att	corney	
AUDITOR'S	CERTIFICATE	
I hereby certify that funds are avai accomplish and pay the obligation of Fort Ber		
	Robert Ed Sturdivant, County Auditor	

 $I:\Marcus\Agreements\Engineering\Road\ Construction\Braxton\Amend\ 3-Braxton\ Road.DA.docx.4/13/2020.\ \ 17-Eng-500022-A3$ 

# **EXHIBIT A**



Fax: 512.583.2601

DoucetEngineers.com



#### **CONTRACT AMENDMENT #3**

TO: Fort Bend County

301 Jackson Street, 4th Floor Richmond, Texas 77469 **DATE: March 25, 2020** 

ATTN: Mr. Stacy Slawinski JOB NUMBER: 1469-001

**PROJECT NAME: Braxton Road Project** 

ORIGINAL CONTRACT AMOUNT: \$ 220,500 CONTRACT AMENDMENT #1: \$ 12,000 CONTRACT AMENDMENT #2: \$ 71,480

REQUESTED CONTRACT AMENDMENT #3: \$ 8,300 REVISED CONTRACT AMOUNT: \$ 312,280

Dear Mr. Slawinski;

Doucet & Associates is pleased to present an adjusted work scope based on our understanding of your needs at this time.

# **DESCRIPTION OF WORK SCOPE CHANGE ORDER**

#### I. SURVEYING

1. Resetting Survey Control Points

Due to the construction halt for couple years, the survey control points installed in the original phase were removed. The new contractor was not able to locate the survey control points. The project surveyor had to send crew to the site to reset the control points.

#### II. ENGINEERING

### 1. Construction Phase Services

The estimated fee for the time and material construction phase services task was not sufficient for this project due to complication caused by doing construction in two (2) phases by two (2) different contractors with a couple years of halt between the two (2) phases. There have been many underground utilities and covered installed items that the engineer had to deal with and address during construction. We are requesting additional \$7,800 fee on a time and material basis to cover



the remaining construction phase services until completion of construction and acceptance of the project.

The remaining services will include reviewing contractor's submittals and responding to Requests for Information. D&A will participate in a substantial completion walkthrough. After project completion, D&A will prepare record drawings based on contractor as-built markups.

All construction phase services will be paid on a time-and-materials basis. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates attached to the current contract. Reimbursable expenses, such as scanning and reproduction, will be billed at actual cost (no markup). The County is tax-exempt and will not reimburse tax expenses.

## **COMPENSATION**

		ESTIN	1ATED
DESCRIPTION OF WORK SCOPE CHANGE	FEE BASIS	FEE	TAS
SURVEY		,	
1. Resetting Survey Control Points	Lump Sum	\$	500
ENGINEERING	1	1	
1. Construction Phase Services	Time & Materials	\$	7,800
TOTAL		\$	8,300

Please sign and return to: Doucet & Associates, Inc. 7401B West Highway 71, Suite 160

Austin, TX 78735

Please retain a copy for your files.

DOUCET & ASSOCIATES, INC.	AUTHORIZED BY:
Davood Sil	
Division Manager	Client Representative
March 25, 2020	
Date	Date

**TBPE Firm # 3937** 

State of Texas Surveying Firm Certification # 10105800