

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:

1. 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

April 21, 2020

Date

APPROVED: 

J. Stacy Slawinski, 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



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
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:	<u>\$ 8,300</u>
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

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PEOPLE YOU TRUST.



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

DESCRIPTION OF WORK SCOPE CHANGE	FEE BASIS	ESTIMATED FEE	TASK
SURVEY			
1. Resetting Survey Control Points	Lump Sum	\$ 500	
ENGINEERING			
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.

Division Manager

March 25, 2020

Date

TBPE Firm # 3937

State of Texas Surveying Firm Certification # 10105800

AUTHORIZED BY:

Client Representative

Date