

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 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”) pursuant to SOQ 14-025, as amended by documents dated February 2, 2019 (hereinafter the “Amendment”) and July 9, 2019 (hereinafter the “Second Amendment”); and

WHEREAS, the parties desire to further 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 forty-five thousand three hundred dollars and 00/100 (\$45,300.00) for the additional engineering services as described in Contractor’s proposal dated April 13, 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 one million two hundred thirty-eight thousand and three hundred eighty dollars and 00/100 (\$1,238,380.00), authorized as follows:
 - \$1,045,280.00 under the Agreement
 - \$132,000.00 under the Amendment
 - \$15,800.00 under the Second Amendment; and
 - \$45,300.00 under this Third 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.
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 shall remain unchanged.

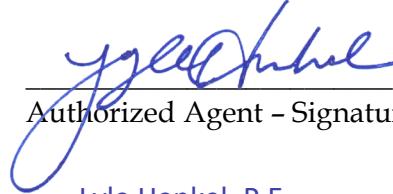
IN WITNESS WHEREOF, this Third Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

TERRA ASSOCIATES, INC

KP George, County Judge

Authorized Agent - Signature



Lyle Henkel, P.E.

Date

Authorized Agent - Printed Name

President

Title

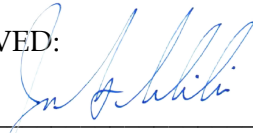
ATTEST:

05.19.2020

Laura Richard, County Clerk

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



April 13, 2020

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:

We will take the existing plans and bid documents and prepare 2 separate plan sets for construction, two separate bid packages, and two cost estimates. We will attend 2 prebid meetings, 2 preconstruction meetings, address both sets of RFIs, attend both substantial completion walkthrough's, and prepare 2 record drawing sets.

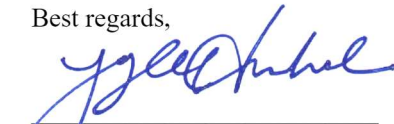
We propose that our compensation for the above described extra services be provided on a fixed fee basis. According to our herein described understanding of the scope of services involved, the total cost of our extra services is as follows:

Create 2 Separate Plan Sets	\$ 12,500
Revise Storm Sewer	\$ 4,500
Additional Bid Phase Services	\$ 4,500
Prepare Additional Record Drawing Set	\$ 1,800
Additional Construction Phase Services	\$ 13,500
Construction Control Surveying	\$ <u>8,500</u>

TOTAL \$ 45,300

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

Best regards,



Lyle Henkel, P.E.
President