

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 Aguirre & Fields, LP, (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 March 22, 2016, pursuant to SOQ 14-025, which was subsequently amended on August 28, 2018, and on August 23, 2022, (hereinafter collectively referred to as the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided, extend the time of performance, and increase the total Maximum Compensation 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 one hundred seventeen thousand five hundred fifty-nine dollars and 00/100 (\$117,559.00), for the services as described in Contractor’s revised fee schedule for professional engineering services dated June 16, 2023, 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 a total amount not to exceed one million, thirty-nine thousand, six hundred eighty-nine dollars and 75/100 cents (\$1,039,689.75), authorized as follows:
 - \$ 684,751.00 under the Agreement; and
 - \$ 212,379.75 under this Amendment; and
 - \$ 25,000.00 under the Second Amendment; and
 - \$ 117,559.00 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 written agreement executed by both parties.

4. The time of performance of the Scope of Services under this Agreement shall be extended to end no later than December 31, 2024. Contractor shall complete the tasks described in the Scope of Services for this Project, within this time or within such additional time as may be extended by the County.

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

[EXECUTION PAGE FOLLOWS]

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FORT BEND COUNTY

AGUIRRE & FIELDS, LP
Aquirre, LLC - General Partner

KP George, County Judge

Oscar R. Aguirre

Authorized Agent – Signature

Date

Oscar R. Aguirre, P.E.

Authorized Agent – Printed Name

ATTEST:

President

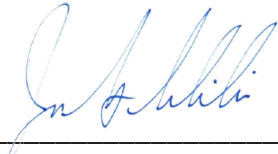
Title

Laura Richard, County Clerk

June 15, 2023

Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

LaNetra S. Lary, Assistant County Attorney
Chief, General Counsel Division

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

I:\AGREEMENTS\2023 Agreements\Engineering\Aguirre & Fields (18-Eng-500057-A3)\Amend 3 - Greenbusch.14-025 (Isl 6.2.23).docx.

EXHIBIT A



FEE SCHEDULE - LEVEL OF EFFORT (EXHIBIT E -LOE)
Project Name: Greenbusch (Design & TCP Changes)

Task	Units	Quantity	MH/Unit	Project Manager	Engineer Design	SR Engineer	SR BRDG Engineer	Eng. Tech - SR	Cadd Operator	Admin	Total	Total
BASIC SERVICES												\$0.00
Greenbusch Trunk Line and TCP Redesign												\$87,074.00
Project Management and Coordination	Lump Sum			12		12				4	28	\$7,722.00
Plan Review & Alternative Rollplots (Design & TCP) (Hours spent through 4/13/23)	Lump Sum			36		20		42	8		106	\$26,650.00
Update P&P sheets (North of Bridge)	Lump Sum			4		24		64	24		116	\$23,764.00
Revise TCP Plans (North of Bridge)	Lump Sum			8		24		36	24		92	\$19,604.00
Update Quatnities	Lump Sum			4	8			16			28	\$5,746.00
QAQC	Lump Sum			4		8					12	\$3,588.00
Total				68	8	88		158	56	4	382	
Labor Raw Rate Per Hour				\$100.00	\$51.00	\$88.00	\$88.00	\$60.00	\$40.00	\$30.00		
Labor Billing Rate Per Hour				\$325.00	\$165.75	\$286.00	\$286.00	\$195.00	\$130.00	\$97.50		
Total				\$22,100.00	\$1,326.00	\$25,168.00	\$0.00	\$30,810.00	\$7,280.00	\$390.00		\$87,074.00

FEE SCHEDULE - LEVEL OF EFFORT (EXHIBIT E -LOE)
Project Name: Greenbusch (CPS Additional Effort)

Task	Units	Quantity	MH/Unit	Project Manager	Engineer Design	SR DRN Engineer		Eng. Tech - SR	Cadd Operator	Admin	Total	Total
BASIC SERVICES												\$0.00
CPS Services												\$30,485.00
Additional CPS (Assume 10 months)	TBD			20		60		30		10	120	
Total				20		60		30		10	120	
Labor Raw Rate Per Hour				\$100.00	\$51.00	\$88.00		\$60.00	\$40.00	\$30.00		
Labor Billing Rate Per Hour				\$325.00	\$165.75	\$286.00		\$195.00	\$130.00	\$97.50		
Total				\$6,500.00	\$0.00	\$17,160.00		\$5,850.00	\$0.00	\$975.00		\$30,485.00

SUMMARY OF CONTRACT REVISIONS

Greenbusch Project 13312	Date	Contract Amount	Revision Value
P.O. Number 138400	4/19/2016	\$ 684,751.00	
Scope Change - 2 phase construction package, redesign south as 2-lane section	6/27/2018	\$ 897,130.75	\$ 212,379.75
Supplement for Construction Phase Services	7/22/2022	\$ 922,130.75	\$ 25,000.00
Supplement for redesign of TCP and trunk line, additional CPS	4/16/2023	\$ 1,039,689.75	\$ 117,559.00