

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO  
 PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
 PROJECT NO. 731 – WEST BELLFORT**

**THIS SECOND AMENDMENT** is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and KELLY R. KALUZA & ASSOCIATES, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, on or about March 4, 2008, County and Engineer entered a Engineering Services Agreement, hereinafter referred to as “the Agreement,” and a First Amendment to the Agreement dated April 28, 2009, attached hereto as Exhibit B incorporated by reference as if set forth herein verbatim for all purposes, for the construction of West Bellfort, from Martinez Street to FM 1646), Project No. 731, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to further amend the Agreement to provide for additional services as further described in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

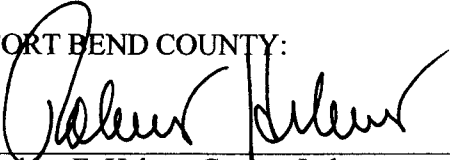
**AGREEMENT**

1. For and in consideration of the additional services rendered by Engineer under this Second Amendment, County shall pay to Engineer an additional amount not-to-exceed \$7,500.00, including all reimbursable expenses, if any. Compensation to Engineer for all services provided under the Agreement, the First Amendment and this Second Amendment shall not exceed \$749,950.00.
2. Attached hereto is Exhibit A – proposal from Engineering regarding additional services dated October 23, 2009, and Exhibit B – the Agreement dated March 4, 2008 and First Amendment dated April 28, 2009.
3. Except as modified herein, the Agreement and First Amendment remain in full force and effect and has not been modified or amended.
4. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

EXECUTION


This Second Amendment shall not become effective until executed by the County.

FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

11-17-09  
Date

Attest:

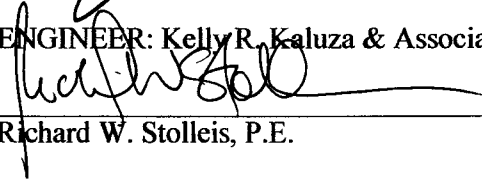
  
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

  
D. Jesse Hegemier, Fort Bend County Engineer

11/12/09  
Date

ENGINEER: Kelly R. Kaluza & Associates, Inc.

  
Richard W. Stolleis, P.E.

11/10/09  
Date

MER:Engineering Services Agreement.Kaluza.3791-731- 2ndAmendment(11102009)

Attachments: Exhibit A – October 23, 2009 proposal from Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 749,950.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A

**KELLY R. KALUZA & ASSOCIATES, INC.**

**Consulting Engineers & Surveyors**

**Engineering Firm No. P-1339**

**3014 Avenue I, Rosenberg, Texas 77471**

**(281) 341-8888 ■ FAX (281) 341-4333**

October 23, 2009

Mr. Steve Evans  
Fort Bend County  
Post Office Box 1449  
Rosenberg, Texas 77471

**RE: West Bellfort Boulevard at Old Richmond Road Additional Pate Roadway Design to  
West Bellfort Plan Set**

Dear Mr. Evans:

We have prepared the following description of work required to incorporate the Old Richmond Road  
(Pate Place) into the West Bellfort project plans:

Confirm elevation and horizontal survey control in the field and in the office; Insert the Pate  
survey and road design into the West Bellfort plans (Add 2 to 3 plan and profile sheets);  
Prepare plan for relocation of the existing water line and appurtenances in the Old Richmond  
Road right-of-way; and Prepare quantities and assist the County in negotiation of the Change  
Order with the Contractor.

We will complete this work as additional services in accordance with our existing engineering  
contract. Our fee for this work will not exceed \$7,500.00.

We will proceed as soon as we have your authorization to proceed.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.

*Richard W. Stolleis*  
*RS*  
Richard W. Stolleis, P.E.

RWS/lao

October 26, 2009

West Belfort - Old Richmond Road Plan Addition

Task	PM	HOURS		Field Crew	TOTAL
		CAD	Survey		
Tie to Pate Project Control & Elevations				6	
Cross Sections at critical locations				6	
Field confirmation of existing improvements per Pate Plans			2	4	
Office computations			2		
Insert Pate's drawings into KRK Sheets and coordinate with KRK drawings		4	1		
Identify storm and paving for change order	2	4			
Plan Preparation		20			
Design and coordination with County	6	8			
Project Quantities	4	4			
Assist County with Change Order	2				
	14	40	5	16	75
Hourly Rates	\$ 120	\$ 75	\$ 75	\$ 120	
Subtotal	\$ 1,680	\$ 3,000	\$ 375	\$ 1,920	\$ 6,975
Contingency				\$ 525	
Project Total				\$ 7,500	