

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
AGREEMENT FOR ENGINEERING SERVICES
PROJECT NO. 735 - MASON ROAD**

THIS FIRST 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 LANDTECH CONSULTANTS, INC., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about January 15, 2008, County and Engineer entered an Agreement for Engineering Services, hereinafter referred to as "the Agreement," for general engineering consulting services, hereinafter referred to as the "Project;" and,

WHEREAS, County and Engineer desire to amend the Agreement to allow for additional general engineering consulting services and to extend the time of performance.

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

AGREEMENT

1. An additional amount of \$250,000.00 shall be added to the Agreement amount of \$450,000 for a total compensation not-to-exceed \$700,000, including all reimbursable expenses, if any, for services provided by Engineer for the Project.
2. The services provided by Engineer under the Agreement and this First Amendment shall be completed on or before December 31, 2010.
3. Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$700,000, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
4. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$700,000 for services provided under the Agreement.
5. Attached hereto is Exhibit A – is the request for additional compensation for additional services dated November 13, 2009 and Exhibit B - the Agreement approved by County on January 15, 2008, incorporated by reference as if set forth therein verbatim for all purposes.

6. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
7. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.

EXECUTION

This First Amendment shall become effective upon execution by County.


FORT BEND COUNTY:



 Robert E. Hebert, County Judge

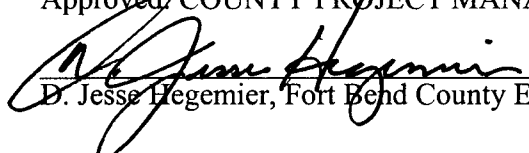
12/8/08
 Date

Attest:



 Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER



 D. Jesse Hegemier, Fort Bend County Engineer

12/2/09
 Date

ENGINEER: LANDTECH CONSULTANTS, INC.



 Thomas A. Staudt, Vice President

12/2/09
 Date

MER:Engineering Services Agreement.Landtech. 1st Amendment(3791-735).

Attachments: Exhibit A – Letter from SPI dated November 13, 2009

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$700,000 to accomplish and pay the obligation of the Fort Bend County under this contract.



 Ed Sturdivant, Fort Bend County Auditor

Exhibit A



November 13, 2009

Mr. D. Jesse Hegemier, P.E.
County Engineer
Fort Bend County
1124 Blume Road
Rosenberg, Texas 77471

Re: Mason Road (FBC Project No. 735)
Contract Amendment for Landtech Consultants, Inc.

Project No. 300701.08

Dear Mr. Hegemier:

The purpose of this letter is to provide supporting information for Landtech Consultants' request for additional compensation for the Mason Road Project. The original contract amount was for \$450,000, and the request is for an additional \$250,000, for a total contract amount of \$700,000. The request is attributed to the following significant modifications to the scope of work negotiated in the original contract.

First, the project was split into two sections (North of FM 359 to Skinner Lane and from Skinner Lane to Oyster Creek) at the direction of Fort Bend County. This will require the generation of an additional stand-alone set of construction drawings, contract documents and technical specifications, as well as an additional bidding phase period. The effort associated with this work is included as part of this contract supplement.

Second, the project limits were extended to include the Oyster Creek Bridge, which was originally planned as a separate design by Aguirre & Fields. This will require that Bridge Survey, Design, and Environmental Services be added to Landtech's contract. Those services have been included in the contract supplement.

Lastly, additional surveying beyond the right of way was required for the appraiser's use in determining damages. These services were also included in the contract supplement.

The amendment will have to be approved in Commissioners' Court. Upon your approval, I'll forward this letter to the County Attorney's office for scheduling on their agenda.

Thank you for your consideration of this request. Please call me if you have any questions.

Sincerely,


Mark C. Dessens, P.E.

MCD/bl