

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO  
 PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
 SOUTH POST OAK ROAD EXTENSION**

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 LJA ENGINEERING & SURVEYING, INC., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about July 14, 2009, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as "the Agreement," for the design of the extension of South Post Oak Boulevard to connect State Highway 6 to McKeever Road, hereinafter referred to as the "Project;" and,

WHEREAS, County and Engineer desire to amend the Agreement for engineering services to perform construction phase services for the extension of South Post Oak Boulevard and reconstruction of McKeever Road from South Post Oak Boulevard to west of Steep Bank Trace, as further described in Exhibit A and as set forth below.

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

**AGREEMENT**

1. Section 2(a) of the Agreement is hereby amended as follows:

"For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation, County shall pay to Engineer an amount not to exceed \$167,856.00, including all reimbursable expenses, if any, for services provided under this First Amendment. Engineer's compensation for the Project shall not exceed \$551,044.82, which includes the amount of \$383,188.82 under the Agreement and the \$167,856.00 for services under this First Amendment. Progress payments for authorized work detailed in Attachment A will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion in the reasonable opinion of County."

2. Section 3 of the Agreement is hereby amended as follows:

"This Agreement shall become effective upon execution of the last party and shall terminate on or before July 4, 2011."


3. Section 2(c) & (f) are hereby added to the Agreement as follows:
  - e. “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 \$551,044.82, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.”
  - f. “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 \$551,044.82 for described scope of services.”
4. Attached hereto is Attachment A & B incorporated by reference as if set forth therein verbatim for all purposes.
5. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
6. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

EXECUTION

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

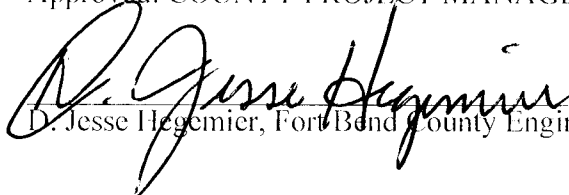
  
Robert E. Hebert, County Judge

8-24-10  
Date

Attest:

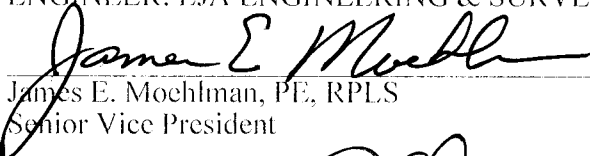
  
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

  
D. Jesse Hegemier, Fort Bend County Engineer

8/17/10  
Date

ENGINEER: LJA ENGINEERING & SURVEYING, INC.

  
James E. Mochlman, PE, RPLS  
Senior Vice President

8/17/10  
Date

Attest:

  
MER:Engineering Services Agreement.LJA.2349-Amendment

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$551,044.82 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

Attachments A & B

**Attachment A**  
**Scope of Services – Construction Phase Services**  
**South Post Oak Boulevard Extension**

The proposed improvements include the extension of South Post Oak Boulevard to connect State Highway 6 (SH 6) to McKeever Road, the reconstruction of McKeever Road from the intersection of South Post Oak Boulevard to approximately 400 feet west of the intersection of Sleep Bank Trace, and pavement transitions at both ends of McKeever Road. All construction phase services provided under this scope will be charged on a time and materials basis.

1. Preconstruction Meeting
  - A. LJA Engineering & Surveying, Inc. (Engineer) shall attend a preconstruction meeting with the Project Manager, County Engineer, Contractor, and regulatory agencies as required.
2. Coordination Meetings
  - A. The Engineer shall attend bi-monthly coordination meetings during construction with the Project Manager, County Engineer, Contractor, and regulatory agencies as required.
3. Shop Drawing Review
  - A. The Engineer shall review and approve shop drawings prepared by the Contractor/Fabricator of materials and work related to the construction of South Post Oak Boulevard located in Fort Bend County, Texas.
  - B. The Contractor/Fabricator shall forward for review and approval all shop drawings to the Engineer. The Engineer shall have a maximum of 14 calendar days from receipt of the structural shop drawings to review, either approve or reject with comments, and forward the drawings back to the Fabricator.
4. Request for Information and Change Order Assistance
  - A. The Engineer shall assist the County Engineer on an as needed basis during the duration of the construction phase of this project. Items shall include requests for information and change orders. Inspection is not included in this scope of work.
5. Coordination of Materials Testing
  - A. The Engineer shall coordinate with the materials testing subconsultant and the Contractor to ensure testing is performed in accordance with the Guide Schedule of Sampling and Testing (TxDOT November 2007) and the specifications. Certifications from material providers on the current TxDOT Material Producer List will be verified and provided to the County at the County Engineer's request.
6. Record Drawings
  - A. Upon completion of construction, the Engineer will incorporate as-built drawings provided by the Contractor into the plans and issue a Record Drawings set of plans.

Exhibit A-1 Materials Testing Scope of Services South Post Oak Boulevard Extension

HTS, Inc. Consultants  
416 Flickering Street, Houston, TX 77091  
www.htshouston.com

Phone 713-692-8373  
Fax 713-692-6502  
Toll Free 1-800-692-TEST



Excellence in Engineering, Consulting, Testing and Inspection

July 30, 2010

HTS Proposal No. HTS7148B

Mr. Clay Forister, P.E.  
LJA Engineering & Surveying, Inc.  
2929 Briarpark Drive, Suite 600  
Houston, Texas 77042

RE: Materials Engineering/ Testing Services  
South Post Oak Extension from SH 6 to McKeever Road  
Fort Bend County Precinct 1

Dear Mr. Forister:

In accordance with your request, we are pleased to submit our proposal for providing the referenced services.

The proposed tests and technician time/ test estimates are based upon our review of the project plans and specifications. Charges are in accordance with the Standard HTS Tex -- Dot fee schedule.

If you have any questions or require additional information, please contact me at your convenience. We look forward to providing these services to Fort Bend County.

Sincerely,  
HTS, Inc. Consultant

John Torrito III  
Vice President  
Construction Services

/s/  
forister/2010FBandCo/hts7148b

Attachment: Cost Estimate

• Geotechnical Engineering • Materials Testing and Inspection • Environmental Site Assessments • Geosynthetics and Construction QA/QC

Serving the Construction, Petroleum and Waste Industries

**COST ESTIMATE FOR  
SOUTH POST OAK EXTENSION FROM SH 6 TO McKEEVER ROAD  
FORT BEND COUNTY, PRECINCT 1**

<u>Field Services *</u>	<u>Quantity</u>	<u>Unit Rate</u>	<u>Total</u>
NICET (Level 2) Technician	1400	\$ 50.00/ hour	\$70,000.00
NICET OT Technician	175	\$ 75.00/ hour	\$13,125.00
Vehicle Charge	250	\$ 60.00/day	\$15,000.00
Nuclear Density Gauge Rental	175	\$ 50.00/day	\$8,750.00
Project Engineer Report Review ( If needed )	-	\$ 95.00/hour	-----
		Subtotal:	\$106,875.00

**Laboratory Services**

**SOILS**

Cement Sand Compressive Strength (Tex 120-E)	12	\$ 61.00/ each	\$732.00
Moisture Density Proctors (Tex 114-E, and 113-E)	3	\$ 175.00/ each	\$525.00
Moisture Density Stabilized Proctor (Tex 113-E)	3	\$ 193.00/ each	\$579.00
Atterberg Limits (Includes Tex 104-E, 105-E, 106-E, and 107-E)	10	\$45.00/each	\$450.00
Sieve Analysis (Tex -120-E)	10	\$ 70.00/ each	\$700.00
Percent Solids in Lime Slurry	10	\$ 37.00/ each	\$370.00
Percent Passing # 200 Sieve (Tex-111-E)	6	\$41.00/ each	\$246.00
		Subtotal:	\$3,602.00

**CONCRETE**

Concrete mix design review	3	\$ 190.00/each	\$ 570.00
Concrete Cylinder Test (Tex-- 410-A)	300	\$ 15.00/ each	\$4,500.00
Concrete Coring	60	\$ 90.00/ each	\$5,400.00
Preparation of Core, Cap and Test	60	\$ 67.00/ each	\$4,020.00
Measuring Length of Core	60	\$ 11.00/ each	\$660.00
		Subtotal:	\$15,150.00

**ASPHALT**

Asphalt mix design review	1	\$ 167.00/each	\$167.00
HMAC ( Includes Tex- 210-F, Tex 206-F, Tex 207-F, Tex 208 F, and Tex- 227-F	3	\$ 434.00/ set	\$1,302.00
Asphalt cores	3	\$ 80.00/each	\$ 240.00
Measuring of asphalt cores	3	\$ 8.00/each	\$ 24.00
		Subtotal	\$ 1,753.00

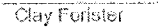
**TOTAL: \$ 127,380.00**

\*- Provide a NICET Certified Technician to perform inspection/ testing at the project during construction.

Submitted By:  
HTS, Inc. Consultants

Accepted By:

  
John Acritto III  
Vice President  
Construction Services

  
Clay Forlister  
LJA Engineering



Attachment B  
Fee Schedule - Construction Phase Services  
South Post Oak Boulevard Extension

Task Description	Project Manager	Project Engineer	EIT	Designer	Field	QA/QC	Clerical	Total
Construction Phase Services - LJA								
Reconstruction Meeting	4	4					2	10
Meeting with F&C Contractor (Assume Bid Month)	24	24					6	54
Shop Drawing Review								
Roadway	2	4	8				2	16
Bridge	2	12	20				2	38
Drainage	2	4	8				2	16
Request for Information and Change Order Assistance	4	8	16		16		4	48
Coordination of Materials Testing	12	32	54		24		16	114
Record Drawings	2	4	4				3	13
Final Design Hours Subtotal	56	36	118		40		44	354
Billing Rate	\$ 180.00	\$ 120.00	\$ 100.00	\$ 106.47	\$ 74.00	\$ 72.00	\$ 74.00	\$ 39,456.00
Final Design Subtotal	\$ 9,960.00	\$ 4,320.00	\$ 11,800.00	\$ -	\$ 2,960.00	\$ -	\$ 3,256.00	\$ 39,456.00
Labor Costs								\$ 39,456.00
Subcontractors								
Item								Cost
Materials Testing Quality Assurance (HTS, Inc. Consultants)								\$ 127,380.00
Subcontractors Costs								\$ 127,380.00
Item								Direct Expenses
Mileage					Quantity	Unit	Rate	Cost
					400	M	\$ 0.35	\$ 140.00
Reproduction					1	LS	\$ 500.00	\$ 500.00
Delivery					12	EA	\$ 25.00	\$ 300.00
Direct Expenses Costs								\$ 1,020.00
Total Labor Costs, Subcontractor Costs, and Direct Expenses Costs								\$ 167,256.00