

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO  
 PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
 PROJECT NO. 734 – KATY-FLEWELLEN ROAD**

**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 CHIANG, PATEL & YERBY, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, on or about January 15, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” and First Amendment on April 13, 2010, hereinafter referred to as “First Amendment,” for the expansion of Katy-Flewellen Road, Project No. 734, 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 amend the Agreement to extend the time for performance 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 2.01 the Agreement is hereby amended as follows and described in Exhibit A, attached hereto by reference as if set forth herein verbatim for all purposes:

“For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$885,000.00, including all reimbursable expenses. This amount includes the amount of \$860,000.00 under the Agreement and an additional amount of \$25,000.00 under this Second Amendment. The First Amendment to the Agreement only extended the time of performance under the Agreement and did not increase funding.”

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

16.01 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 \$885,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

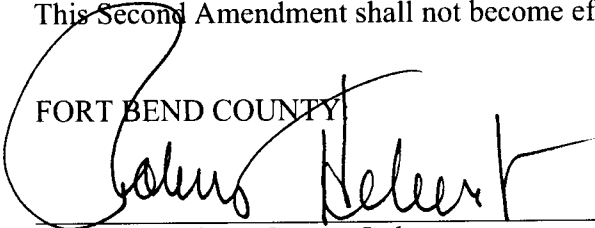
- 16.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$885,000.00 for described scope of services in all executed Work Authorizations.
3. Except as modified herein, the Agreement and Amendments 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 previous Amendments, the provisions of this Second Amendment shall prevail.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

EXECUTION


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

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

9-28-2010  
Date

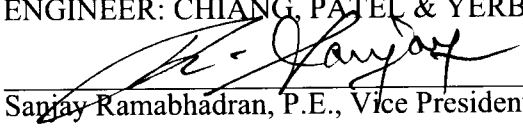
Attest:

  
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

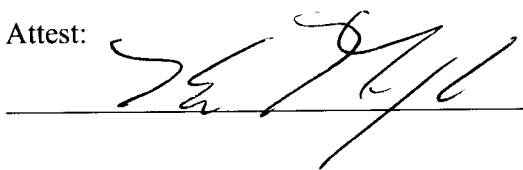
  
D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: CHIANG, PATEL & YERBY, INC.

  
Sanjay Ramabhadran, P.E., Vice President

Sept. 17, 2010  
Date

Attest:

  
MER:Engineering Services Agreement.Chiang.3791-734.2<sup>nd</sup>.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$885,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Letter from Project Manager dated August 27, 2010

Exhibit A



August 27, 2010

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

Re: Katy Flewellen Road (FBC Project No. 734)  
Contract Amendment for Chiang, Patel & Yerby, Inc.

Project No. 300701.07

Dear Mr. Hegemier:

At the request of the County, Chiang, Patel & Yerby, Inc. (CP&Y) has been participating in the construction phase of the Katy Flewellen Road project. Additionally, the County has requested that a traffic signal be designed for the intersection of Katy Flewellen Road and Grayson Lakes Blvd. Construction Phase Services and Traffic Signal design were not considered in the original negotiations with CP&Y. A contract amendment will therefore be required to add these services. CP&Y has prepared a fee estimate resulting in the need for a contract fee increase in the amount of \$25,000.00, and SPI recommends approval of the amendment.

Please call me if you have any questions.

Sincerely,

Erin Knesek, P.E., C.F.M.  
Project Manager

PAR/bl