

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 703 – FALCON LANDING BOULEVARD**

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 HUITT-ZOLLARS, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about February 26, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” and a First Amendment dated February 2, 2010, to extend the time for services only, hereinafter referred to as “First Amendment,” for the expansion of Falcon Landing Blvd, Project No. 703, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;”

WHEREAS, County and Engineer desire to amend the Agreement for additional services as 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. Engineer shall provide the services as described in Exhibit A, Letter from Schaumburg & Polk, Inc. dated October 5, 2010.

2. Section 2.01 the Agreement is hereby amended as follows:

“For and in consideration of the services rendered by Engineer in Exhibit A, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$445,000.00, including all expenses, if any, as follows:

- A. \$410,000.00 for services under the Agreement;
- B. \$35,000.00 for additional services under this Second Amendment

3. 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 \$445,000.00, 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 \$445,000.00 for described scope of services in all executed Work Authorizations.”

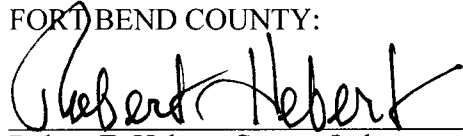
4. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. October 5, 2010 regarding additional services, and Exhibit B – the Agreement approved by County on February 26, 2008, and Exhibit C – the First Amendment approved on February 2, 2010, incorporated by reference as if set forth therein verbatim for all purposes.
5. Except as modified herein, the Agreement and First Amendment remains in full force and effect and has not been modified or amended.
6. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

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EXECUTION

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

FORT BEND COUNTY:

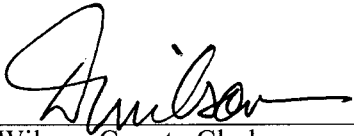


Robert E. Hebert, County Judge

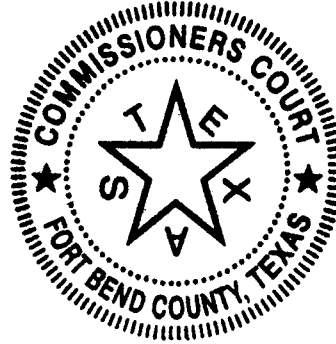
11-3-2010

Date

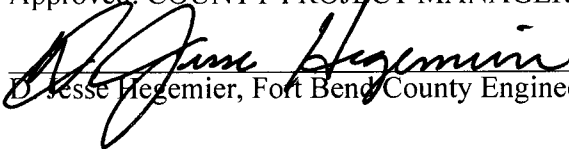
Attest:



Dianne Wilson, County Clerk

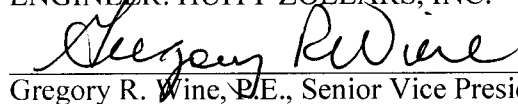


Approved: COUNTY PROJECT MANAGER



Jesse Hegemier, Fort Bend County Engineer

ENGINEER: HUITT-ZOLLARS, INC.



Gregory R. Wine, P.E., Senior Vice President

11-1-10

Date

Attest:



MER:Engineering Services Agreement.Huitt-Zollars.3791-703- 2nd Amendment

Exhibit A



October 5, 2010

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

Re: Falcon Landing Blvd. (FBC Project No. 703)
Contract Amendment for Huitt-Zollars, Inc.

Project No. 300701.01

Dear Mr. Hegemier:

At the request of the County, Huitt-Zollars, Inc. (HZ) will be preparing design plans for Falcon Landing from Greenbusch Rd to south of Willow Fork Branch. The preliminary design phase determined that there was a need for items not originally anticipated during contract negotiations, such as retaining walls. Bridge design was underestimated in contract negotiations as well. Additionally, the County approved unbudgeted services during preliminary design in Work Authorization No. 2 for additional surveying at the outfall, and Work Authorization No. 3 for Environmental Services on Willow Fork Branch at Greenbusch Rd. A contract amendment will therefore be required to complete the design phase services. HZ has prepared a fee estimate resulting in the need for a contract fee increase in the amount of \$15,000.00. Also, Construction Phase Services were not included in the original contract negotiations. We have typically started firms with a \$20,000 budget for these services. SPI recommends approval of the amendment in the amount of \$35,000.

Please call me if you have any questions.

Sincerely,

Peter A. Ring, P.E.
Project Manager

PAR/bl