

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
AGREEMENT FOR ENGINEERING SERVICES
PROJECT NO. 735 - MASON 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 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 a Professional Engineering Services Agreement, hereinafter referred to as "the Agreement," and a First Amendment dated December 8, 2009, hereinafter referred to as "First Amendment," for the expansion of Mason Road, Project No. 735, 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 November 1, 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 \$800,000.00, including all expenses, if any, as follows:

- A. \$450,000.00 for services under the Agreement;
- B. \$250,000.00 for additional services under the First Amendment
- C. \$100,000.00 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 \$800,000.00, 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 \$800,000.00 for described scope of services in all executed Work Authorizations.”
4. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. dated November 1, 2010 regarding additional services, and Exhibit B – the Agreement approved by County on January 15, 2008, and Exhibit C – the First Amendment approved on December 8, 2009, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This Second Amendment shall become effective upon execution by County.

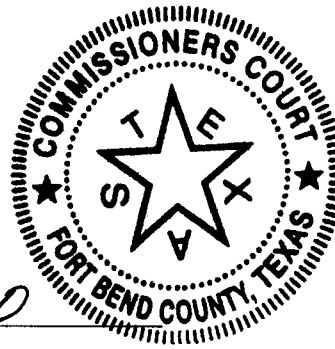
FORT BEND COUNTY:
Robert E. Hebert
Robert E. Hebert, County Judge

11-22-2010
Date

Attest:
Dianne Wilson
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER
Jesse Hegemier
Jesse Hegemier, Fort Bend County Engineer

11/17/10
Date



ENGINEER: LANDTECH CONSULTANTS, INC.
Thomas A. Staudt, P.E.
Thomas A. Staudt, P.E., Vice President

11/10/10
Date

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

Attachments: Exhibit A – Letter from SPI dated November 1, 2010

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$800,000 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Exhibit A



November 1, 2010

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

Re: Mason Road (FBC Project No. 735) Project No. 300701.08
Contract Amendment No. 2 for Landtech Consultants, Inc.

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 current contract amount is for \$700,000, including Amendment No. 1. This request is for an additional \$100,000, for a total contract amount of \$800,000. The request is attributed to the following significant modifications to the scope of work negotiated in the original contract.

The storm water outfall for the section south of Skinner Lane was originally intended to be handled by the TxDOT project for FM 359. It has since come to our attention that the TxDOT project was not designed to handle the additional flow created by the widened Mason Road project. Several options for handling this flow have been modeled and discussed. Additional surveying, right of way mapping, drainage design, and plan sheets will also be required when an alternative is selected. The surveying, modeling, and design efforts associated with this work are included as part of this contract supplement.

A second amendment to Landtech's contract will have to be approved in Commissioners' Court. Upon your approval, I'll notify 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,

A handwritten signature in black ink, appearing to read "Peter A. Ring", is written over the typed name.

Peter A. Ring, P.E.

PAR/bl