

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SECOND AMENDMENT is made and entered into by and between the Fort Bend County Drainage District, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Board of Directors, hereinafter referred to as "District," and Brown & Gay Engineers, Inc. hereinafter referred to as "Engineer," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, District and Engineer entered an Agreement for Professional Engineering Services dated July 18, 2006, (collectively, the "Agreement") and a First Amendment on July 21, 2009, (collectively, the "First Amendment") attached hereto as Exhibit C & D, incorporated by reference as if set forth herein verbatim for all purposes. District and Engineer desire to amend said Agreement as set forth in Engineer's proposal dated February 18, 2011 and March 28, 2011, attached hereto as Exhibit A & B, and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the District and Engineer is hereby amended to read:

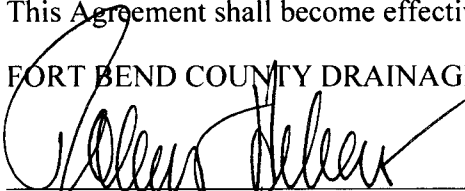
- A. An additional amount not-to-exceed \$62,000.00 shall be available for additional services provided by Engineer in connection with the Project as described in Exhibit A & B.
- B. Engineer's compensation for the Project shall not exceed \$401,000.00, which includes the original scope of work in the amount of \$266,000.00 under the Agreement, additional services under the First Amendment in the amount of \$73,000.00 and the additional services described in Exhibit A.
- C. Reimbursable expenses shall be reimbursed to Engineer at-cost upon submission of properly submitted expense records to District as provided in the Agreement. Service charges are not applicable and not subject to reimbursement.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of the District.
- E. Except as modified herein, the Agreement and First Amendment remain in full force and effect and have not been modified or amended.
- F. 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

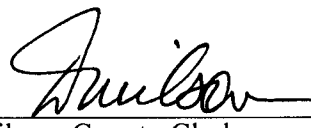
This Agreement shall become effective upon execution by District.

FORT BEND COUNTY DRAINAGE DISTRICT:



Robert E. Hebert, County Judge

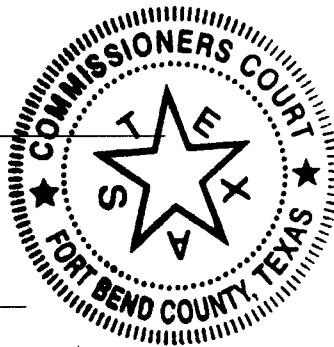
Date June 7, 2011

Attest:


Dianne Wilson, County Clerk

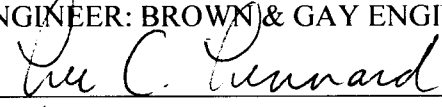
APPROVED:

By: 
Mark Vogler, PE
Fort Bend County Drainage District



Date 5/24/11

ENGINEER: BROWN & GAY ENGINEERS, INC.



Signature
Printed Name & Title: Lee C. Lennard
Senior Vice President

Date 5/20/11

MER:Brown & Gay.DD.Ditch H.2nd.AMEND.3723

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 401,000.00 to accomplish and pay the obligation of the District under this contract.


Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Engineer's Proposal dated February 11, 2011
- Exhibit B: Engineer's Proposal dated March 28, 2011
- Exhibit C: Agreement dated July 18, 2006
- Exhibit D: First Amendment dated July 21, 2009

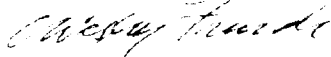
BROWN GAY

RECEIVED
FEB 22 2011
FBC DRAINAGE DIST.

Mr. Dwayne Grigar, PE
Fort Bend County Drainage District
February 18, 2011
Page 2

We look forward to our continued work on this important project with your office and the City of Sugar Land. Should you have any questions, please give me a call.

Sincerely,



C. Wesley French, P.E.
Senior Project Manager

Attachment



Project: Ditch H Extension to Oyster Creek
 Client: Fort Bend County & City of Sugar Land
 2/18/2011
 By: cwf

**ATTACHMENT A - Scope of Work and Estimated Engineering Fee
 Construction Start-up Issues**

Task No.	Description	Engineering Hours					Surveying Hours			Sub-Consultant	Cost
		Pnn	PM	Eng	EL/Tes	CAD/Clrk	RPLS	LS Tech	LS Crew		
1	Pre-construction Survey of UPRR Bridge Fill and Adjacent UPRR Bridge Location		1		2		2	4	8		\$ 2,200
2	Baseline Construction Staking and Set Vertical Control Benchmark		2		2		1	2	8		\$ 2,100
3	Revise Plans and Details for UPRR Bridge Rebuilt Location		17	9	10	40					\$ 7,960
4	Final Control Plan Revision		8		8	10					\$ 2,900
5	W&J Consulting Plan Construction Drawing Revisions		8	22		12					\$ 4,900
6											\$ -
7											\$ -
8											\$ -
9											\$ -
10											\$ -
	Subtotal Hours	0	36	31	22	62	3	6	16		
	Rate - 2009	\$240	\$180	\$120	\$100	\$90	\$140	\$90	\$155		
	Total Professional Service Hours	0	36	31	22	62	3	6	16		
	Total Project Engineering Services Estimated Fee	\$ 20,000.00									

ATTACHMENT A

**BROWN
GAY**

March 28, 2011

Mr. Dwayne C. Grigar, PE
Project Manager
Fort Bend County Drainage District
1004 Blume Road
Rosenberg, Texas 77471

RECEIVED
FEB 28 2011

Re: Professional Services Proposal for Construction Inspection
Ditch "H" Channel Extension to Oyster Creek
FBC P.O. No. 58429
BGE Project No. FBC15-02

Dear Mr. Grigar:

In response to the request of Fort Bend County Drainage District, Brown & Gay Engineers, Inc. is pleased to submit this proposal for additional professional engineering services. This work includes the following tasks for the time period: April 1, 2011 through August 31, 2011:

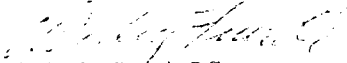
1. Provide an engineer to inspect construction progress to include the following services:
 - a. Inspect steel fabrications, formwork, and reinforcing steel for general compliance with the plans and specifications.
 - b. Document that testing reports required by the plans and specifications have been ordered
 - c. Report out of compliance observations to the Contractor for resolution. If increased cost or time delays are required for resolution, the Owner must approve before the work proceeds.
2. Provide a daily log of construction activities observed. These reports shall be submitted on a monthly basis for the Owner's information.

These services will be provided under the terms and conditions of the existing agreement for professional services to provide final design and construction phase services for the Ditch "H" Extension to Oyster Creek that was approved by Commissioners Court on July 18, 2006.

We propose to provide the scope of services described in Attachment A on a time and expenses basis. Invoices will be mailed monthly and payable upon receipt. We estimate the fees for the above-described scope of services not to exceed \$42,000.

We look forward to our continued work on this important project with your office and the City of Sugar Land. Should you have any questions, please give me a call.

Sincerely,


C. Wesley French, P.E.
Senior Project Manager

Attachment
10777 Westheimer • Suite 400 • Houston, Texas 77042 • TEL: 281-558-8700 • FAX: 281-558-9701 • www.browngay.com



Project: Ditch H Extension to Oyster Creek
 Client: Fort Bend County & City of Sugar Land
 3/24/2011
 By: cwl

**ATTACHMENT A - Scope of Work and Estimated Engineering Fee
 Construction Inspection**

Task No	Description	Inspecting Hours					Surveying Hours			Sub-Consultant	Cost
		PM	Eng	LT/Des	CAD/Clk	RPLS	LS Tech	LS Crew			
1	Construction Inspection Services (30 days)	24	300		24					\$	42,000
2										\$	
3										\$	
4										\$	
5										\$	
6										\$	
7										\$	
8										\$	
9										\$	
10										\$	
Subtotal Hours		0	300	0	24	0	0	0			
Rate - 200%		\$740	\$120	\$100	\$70	\$18	\$0	\$15			
Total Professional Service Hours		0	300	0	24	0	0	0			
Total Project Engineering Services Estimated Fee										\$	42,000.00