

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS THIRD 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,” a First Amendment dated February 2, 2010 to extend the time for services only, and a Second Amendment on October 26, 2010 for additional services, hereinafter referred to as “First Amendment” and “Second Amendment” respectively, 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 additional services as described in Exhibit A, Engineer’s proposal dated April 8, 2011 and a letter from Schaumburg & Polk, Inc. dated April 13, 2011.
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 \$497,000.00, including all expenses, if any, as follows:

- A. \$410,000.00 for services under the Agreement;
- B. \$35,000.00 for additional services under the Second Amendment;
- C. \$52,000.00 for additional services under this Third 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 \$497,000.00, 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 \$497,000.00 for described scope of services in all executed Work Authorizations.”
4. Attached hereto is Exhibit A – Engineer’s proposal dated April 8, 2011 and letter from Schaumburg & Polk, Inc. dated April 13, 2011 regarding additional services, Exhibit B – the Agreement approved by County on February 26, 2008, Exhibit C – the First Amendment approved on February 2, 2010, and Exhibit D - the Second Amendment approved on October 26, 2010, incorporated by reference as if set forth therein verbatim for all purposes.
5. Except as modified herein, the Agreement and previous amendments remain in full force and effect and has not been modified or amended.
6. If there is a conflict between this Third Amendment and the Agreement and previous amendments, the provisions of this Third Amendment shall prevail.

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EXECUTION

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

FORT BEND COUNTY:

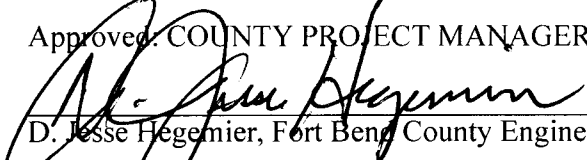

Robert E. Hebert, County Judge

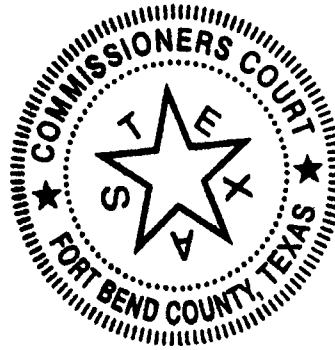
April 26, 2011
Date

Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER


D. Jesse Hegemier, Fort Bend County Engineer



ENGINEER: HUITT-ZOLLARS, INC.


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

April 19, 2011
Date

Attest:



MER:Engineering Services Agreement.Huitt-Zollars.3791-703- 3rd Amendment

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$497,000.⁰⁰ to pay the obligation of Fort Bend County under this Agreement.


Ed Sturdivant, County Auditor

Exhibit A

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 1500 South Dairy Ashford • Suite 200 • Houston, TX 77077-3858 • 281.496.0066 phone • 281.496.0220 fax • huittzollars.com

April 8, 2011

Mr. Pete Ring, P.E.
Project Manager
Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 900
Houston, Texas 77079

Reference: Revised Proposal for Additional Services - Bridge Re-design and Retaining Wall Analysis
Falcon Landing Boulevard
Fort Bend County 2007 Mobility Bond, Project No. 703
HZ 02-1156-01

Dear Mr. Ring:

Huitt-Zollars, Inc. (Huitt-Zollars) requests authorization for additional bridge design and retaining wall analyses for Falcon Landing Boulevard. This additional work is required for non-standard TxDOT bridge design across the bayou due the change in horizontal alignment proposed by Brown and Gay Engineers (BGE). This requires the new bridge layout to involve a horizontal curve which causes the north and south bridges to be different lengths and designs. In addition, this new layout requires the design of the bridge abutments, interior bents and girder units in lieu of using TxDOT standards. Overall, this new curved alignment adds nearly twenty (20) sheets to our drawings.

Also, additional settlement and global stability analyses are required for the proposed retaining walls along the curved bridge approaches.

This additional work was not included in our original proposal or in Work Authorization #4.

The additional scope of work includes:

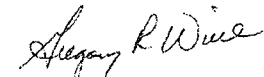
- Revise roadway alignment to add horizontal curve across the bridge;
- Revised roadway design and layout to incorporate the changes in horizontal alignment;
- Redesign bridge geometry and details due to horizontal curvature in roadway alignment;
- Analyze proposed retaining walls for settlement and global stability and prepare report.

Huitt-Zollars's proposed estimated budget for this additional work is \$ 52,000.00 (lump sum). Currently, our contract includes only \$16,392.00 in available unauthorized funds.

We will complete this work within forty five (45) calendar days from receipt of written authorization.

Please call if you have any questions or require further information.

Sincerely,
Huitt-Zollars, Inc.



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

cc: CF

EXHIBIT A
ADDITIONAL ENGINEERING SERVICES
FOR
BRIDGE DESIGN MODIFICATION AND RETAINING WALL ANALYSIS

Falcon Landing Boulevard: Greenbusch to Katy-Gaston
Additional Engineering Services Fees breakdown

The following is a breakdown of the additional fees for the Engineering services that will be provided in connection with this requested contract amendment:

Project Limits: Willow Fork Buffalo Bayou at the crossing of proposed Falcon Landing Boulevard.

W.A #4 Original Bridge Fee	\$ 39,905.00
Spent to date Bridge Fee	\$ 9,835.00
Credit Balance of Bridge Fee	\$ 30,070.00
Bridge Design Modification Fee	\$ 70,090.00
Net Increase in Bridge Design Fee	\$ 40,020.00
Roadway Alignment Modification Fee	\$ 2,400.00
Roadway Design and Layout Modification Fee	\$ 2,080.00
Retaining Wall Settlement & Stability Analysis & Report Fee	\$ 7,500.00
Total Request for Additional Fees	\$ 52,000.00

April 13, 2011

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.

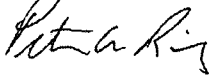
Project No. 300701.01

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 original horizontal alignment was revised to accommodate the developer south of the bayou. This resulted in a more complex bridge design and revisions to plans that were already started. Also, additional settlement and global stability analyses are required for the proposed retaining walls along the new curved alignment. A contract amendment will therefore be required to complete the design phase services. HZ has prepared a revised fee estimate resulting in the need for a contract fee increase in the amount of \$52,000.00. The increase includes a credit for authorized work that has yet to be performed. The details are included in the attached letter and exhibit from Huitt-Zollars. SPI recommends approval of the amendment in the amount of \$52,000.00.

Please call me if you have any questions.

Sincerely,



Peter A. Ring, P.E.
Project Manager

PAR/tb