

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

**FOURTH AMENDMENT TO  
AGREEMENT FOR ENGINEERING SERVICES  
PROJECT NO. 735 - MASON ROAD**

**THIS FOURTH 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," a First Amendment dated December 8, 2009, Second Amendment dated November 9, 2010, and a Third Amendment on January 4, 2011, hereinafter referred to as "prior Amendments," 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."

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

AGREEMENT

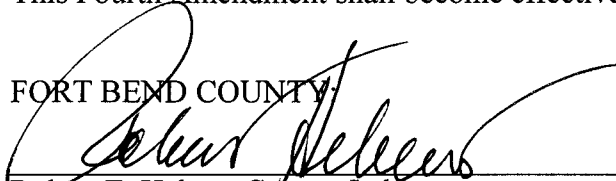
1. Engineer shall provide the services as described in Exhibit A, Letter from Schaumburg & Polk, Inc. dated August 25, 2011.
2. An additional amount not-to-exceed \$82,000.00 shall be available for services provided for the Project as described in Exhibit A. The amount paid to Engineer for services provided shall not exceed \$882,000.00, 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
  - D. \$-0- under the Third Amendment (time extension only)
  - E. \$82,000.00 for additional services under this Fourth Amendment
3. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
4. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. dated August 25, 2011 regarding additional services. The prior Agreement and all prior Amendments are incorporated by reference as if set forth therein verbatim for all purposes.

5. Except as modified herein, the Agreement and prior Amendments remain in full force and effect and has not been modified or amended.
6. If there is a conflict between this Fourth Amendment and the Agreement and any prior Amendments, the provisions of this Fourth Amendment shall prevail.

EXECUTION

This Fourth Amendment shall become effective upon execution by County.

FORT BEND COUNTY

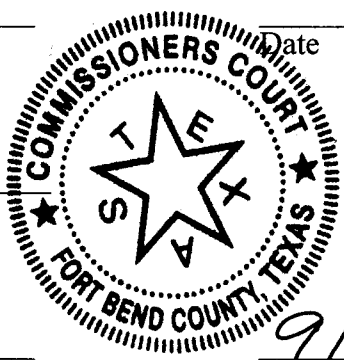
  
 \_\_\_\_\_  
 Robert E. Hebert, County Judge

9-6-2011

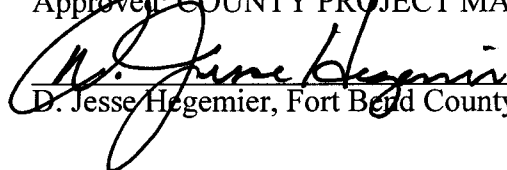
Date

Attest:

  
 \_\_\_\_\_  
 Dianne Wilson, County Clerk

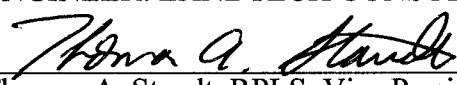


Approved: COUNTY PROJECT MANAGER

  
 \_\_\_\_\_  
 D. Jesse Hegemier, Fort Bend County Engineer

9/6/11  
 \_\_\_\_\_  
 Date

ENGINEER: LANDTECH CONSULTANTS, INC.

  
 \_\_\_\_\_  
 Thomas A. Staudt, P.E., Vice President

8/31/11  
 \_\_\_\_\_  
 Date

MER:Engineering Services Agreement.Landtech. 4th<sup>rd</sup> Amendment(3791-735).

*add*  
**AUDITOR'S CERTIFICATE**  
*additional*

I hereby certify that <sup>add</sup> funds are available in the amount of \$ 82,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
 \_\_\_\_\_  
 Ed Sturdivant, Fort Bend County Auditor

Exhibit A



August 25, 2011

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

Re: Mason Road (FBC Project No. 735)  
Contract Amendment No. 4 for Landtech Consultants, Inc.

Project No. 300701.08

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 \$800,000, including Amendment Nos. 1 and 2. This request is for an additional \$82,000, for a total contract amount of \$882,000. The request is attributed to the following significant modifications to the scope of work negotiated in the original contract.

A Drainage Impact Analysis for Oyster Creek was requested by the Drainage District. SPI requested that Landtech shift the centerline alignment to avoid taking additional right of way at Skinner Rd. The County has requested that the traffic signal at Skinner Rd be added to the plans as an alternate in the event that funds are available at the time of construction. Lastly, additional environmental work is required for the outfall to be constructed from Mason Rd parallel to FM 359 and to Jones Creek. The surveying, modeling, and design efforts associated with this work are included as part of this contract supplement.

A fourth amendment to Landtech's contract will have to be approved in Commissioners' Court. We have reviewed the scope and fee estimate, and recommend approval of the amendment. 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".

Peter A. Ring, P.E.

PAR/tb