

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

**FOURTH AMENDMENT TO  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
PROJECT NO. 747 – RANSOM 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 OTHON, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about April 22, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” a First Amendment dated August 6, 2008, a Second Amendment on January 26, 2010, and a Third Amendment dated January 4, 2011 which extended the time for completion of services only, hereinafter referred to as “prior Amendments,” for the expansion of Ransom Road, Project No. 747, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

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

AGREEMENT

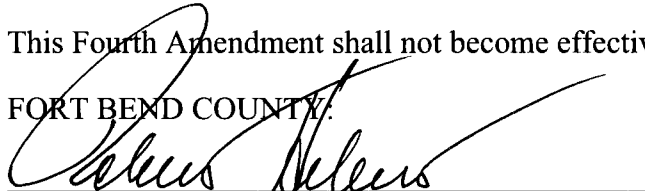
1. Engineer shall provide the services as described in Exhibit A, Letter from Schaumburg & Polk, Inc. dated August 8, 2011.
2. An additional amount not-to-exceed \$165,000.00 shall be available for services provided for the Project as described in Exhibit A. The amount paid to Engineer for services provided shall not exceed \$1,335,000.00, including all expenses, if any, as follows:
  - A. \$740,000.00 for services under the Agreement;
  - B. \$30,000.00 for additional services under the First Amendment
  - C. \$400,000.00 for additional services under this Second Amendment
  - D. \$-0- under the Third Amendment (time extension only)
  - E. \$165,000.00 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 8, 2011 regarding additional services. The 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 not become effective until executed 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: Othon, Inc.  
  
 \_\_\_\_\_  
 William Othon, P.E., President

August 29, 2011  
 Date

Attest:  
  
 \_\_\_\_\_  
 Rita Rowan, Secretary

MER:Engineering Services Agreement.Othon.3791-747- Fourth Amendment

*RA/*  
*additional*  
**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 165,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

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

Exhibit A



August 8, 2011

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

Re: Williams Way  
(formerly known as Ransom Road) (FBC Project No. 747)  
Contract Amendment for Othon, Inc.

Project No. 300701.12

Dear Mr. Hegemier:

At the request of the County, Othon, Inc. has submitted a fee proposal to revise the design for the Ransom Road project. Significant revisions to the plans are required as a result of the change in roadway alignment at the Justice Center. This change resulted in changes to roadway, drainage, and traffic control sheets among others. Additional hours are also required for a duct bank requested by the County, sidewalks, and public utility adjustments that had not been previously included their contract. Also, the Front Street/Loop 762 intersection requires additional Traffic Study services to comply with TxDOT's requirements. Lastly, Othon has expended most of its construction phase services budget.

A contract amendment will therefore be required to accomplish the above tasks. Othon has prepared a fee estimate of \$135,259 for the design work and we are recommending an additional \$29,741 for construction phase services to cover both phases of the project. This results in the need for a contract fee increase in the amount of \$165,000.00. We have reviewed the scope and fee estimate, and recommend approval of the amendment.

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.  
Project Manager

PAR/bl