

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
PROJECT NO. 718 & 769 – BRAND LANE**

**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 SES HORIZON CONSULTING ENGINEERS, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about June 10, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” and a First Amendment on February 2, 2010, (hereinafter referred to as “First Amendment,”) for the expansion of Brand Lane, Project No. 718 & 769, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement to extend the time for performance as set forth below.

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 \$41,000.00 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 \$691,000.00, including all expenses, if any, as follows:
  - A. \$650,000.00 for services under the Agreement;
  - B. \$-0- under the First Amendment (time extension only)
  - C. \$41,000.00 for additional services under this Second Amendment
3. This Second Amendment shall extend the time for Engineer to provide approved services for the Project until December 31, 2012.
4. No additional funding shall be available for services provided under the Agreement or First Amendment without prior written consent of the Fort Bend County Commissioners Court.

5. Except as modified herein, the Agreement and First Amendment remain in full force and effect and has not been modified or amended.
6. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. dated August 25, 2011 regarding additional services. The Agreement and First Amendment are incorporated by reference as if set forth therein verbatim for all purposes.
7. 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 not become effective until executed by County.

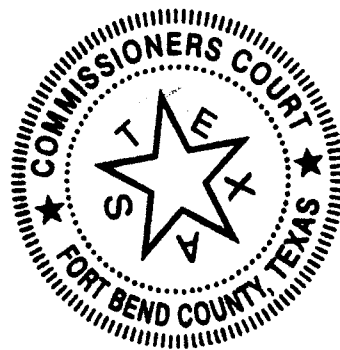
FORT BEND COUNTY:

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

9-6-2011  
Date

Attest:

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



Approved: COUNTY PROJECT MANAGER

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

ENGINEER: SES HORIZON CONSULTING ENGINEERS, INC.

*Epifanio E. Salazar, Jr., P.E.*  
\_\_\_\_\_  
Epifanio E. Salazar, Jr., P.E., Principal

08-29-2011  
Date

Attest:

*Epifanio E. Salazar, Jr., P.E.*  
\_\_\_\_\_  
Epifanio E. Salazar, Jr., P.E.

MER:Engineering Services Agreement.SES.3791-718&769.2<sup>nd</sup>.AMEND

*Ral*  
*additional*  
**AUDITOR'S CERTIFICATE**

I hereby certify that <sup>*Ral*</sup> funds are available in the amount of \$ 41,000.<sup>00</sup> to accomplish and pay the obligation of the Fort Bend County under this contract.

*Ed Sturdivant*  
\_\_\_\_\_  
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: Brand Lane (FBC Project Nos. 718 and 769)  
Contract Amendment No. 2 for SES Horizon Consulting Engineers, Inc.

Project No. 300701.13

Dear Mr. Hegemier:

The purpose of this letter is to provide supporting information for SES Horizon's request for additional compensation for the Brand Lane Project. The current contract amount is for \$650,000, including Amendment No. 1. This request is for an additional \$41,000, for a total contract amount of \$691,000.

During preliminary engineering additional items were required that were not included in the original contract negotiations such as a Hydraulic Impact Analysis for Stafford Run, an Alternatives Analysis for multiple typical section and drainage scenarios, a Phase 1 Environmental Site Assessment, and a stop sign warrant analysis. Also as a result of the preliminary engineering efforts some tasks were removed from the design phase such as a traffic signal at US 90A and a traffic signal at Ludwig. The net result is a requested increase in funds in the amount of \$41,000.00.

A second amendment to SES Horizon'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