



the total maximum sum of \$88,350.00, 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 \$88,350.00 for described scope of services in all executed Work Authorizations.”

4. Attached hereto is Exhibit A – Engineer’s statement of work and letter from Schaumburg & Polk, Inc. dated November 7, 2011 regarding additional services, Exhibit A – the Agreement approved by County on June 24, 2008, Exhibit B – the First Amendment approved on February 2, 2010, and Exhibit C – the Second Amendment approved on August 23, 2011, 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.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

EXECUTION

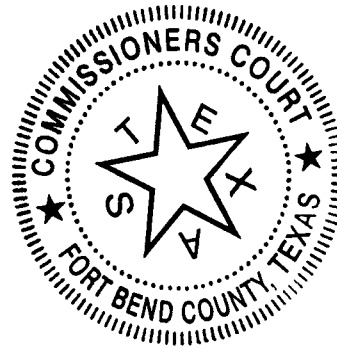
This Third Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

Robert E. Hebert  
Robert E. Hebert, County Judge

11-22-2011  
Date

Attest: Dianne Wilson  
Dianne Wilson, County Clerk



Approved: COUNTY PROJECT MANAGER  
D. Jesse Hegemier  
D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: TEDSI INFRASTRUCTURE GROUP  
Jules M. (Jay) Morris, Jr., P.E.  
Jules M. (Jay) Morris, Jr., P.E.

11/15/11  
Date

Attest:  
D. K. ...

MER:Engineering Services Agreement.TEDSI..3791-725A.2<sup>nd</sup>.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 88,350.<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



November 7, 2011

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

Re: Harlem Road at US 90A (FBC Project No. 725A)  
Contract Amendment No. 3 for TEDSI Infrastructure Group

Project No. 300701.03

Dear Mr. Hegemier:

TEDSI has submitted a fee proposal to modify previously prepared plans, specifications, and estimates (PS&E) for the section of roadway on this project north of the Union Pacific Railroad (UPRR). The project from north of the UPRR to Plantation Drive was constructed to a different typical section than was shown in the Preliminary Engineering Report (PER) prepared by IDC, Inc. TEDSI was instructed at the time to match IDC's PER at the northern limit of TEDSI's project. Revisions to the PS&E are therefore required to match what was actually constructed. Design fees are included in the proposal. Surveying is being provided by Road and Bridge forces.

A contract amendment will be required to add these services. They have prepared a fee estimate resulting in the need for a contract fee increase in the amount of \$13,350.00. We have reviewed the scope and fee estimate, and recommend approval of the supplement.

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/tb