

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

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

**THIS FIFTH 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, a Second Amendment on October 26, 2010, a Third Amendment on April 26, 2012, and a Fourth Amendment dated December 6, 2011, hereinafter referred to as “First Amendment,” “Second Amendment,” “Third Amendment, and “Fourth 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;” and,

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 February 2, 2012 and a letter from Schaumburg & Polk, Inc. dated February 13, 2012.
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 \$519,450.00, 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;
- D. \$-0- under the Fourth Amendment (time extension only)
- E. \$22,450.00 for additional services under this Fifth 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 \$519,450.00, 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 \$519,450.00 for described scope of services in all executed Work Authorizations.”
4. Attached hereto is Exhibit A – Engineer’s proposal dated February 2, 2012 and letter from Schaumburg & Polk, Inc. dated February 13, 2012, 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 Fifth Amendment and the Agreement and previous amendments, the provisions of this Fifth Amendment shall prevail.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

EXECUTION

This Fifth Amendment shall become effective upon execution by County.

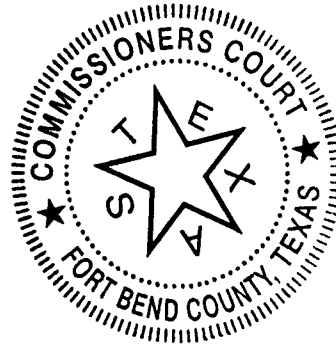
FORT BEND COUNTY:

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

3-6-2012  
Date

Attest:

*Dianne Wilson*  
Dianne Wilson, County Clerk



Approved: COUNTY PROJECT MANAGER

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

ENGINEER: HUITT-ZOLLARS, INC.

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

2-26-12  
Date

Attest:

*Merilee J. J...*  
MER:Engineering Services Agreement, Huitt-Zollars.3791-703- 5th<sup>th</sup> Amendment

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$519,450.00 to pay the obligation of Fort Bend County under this Agreement.

*Ed Sturdivant*  
Ed Sturdivant, County Auditor

Exhibit A



February 13, 2012

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:

Huitt-Zollars, Inc. (HZ) has prepared design plans and specifications for Falcon Landing from Greenbusch Rd to south of Willow Fork Branch. It has become necessary to mitigate stream and wetlands impacts due to the construction of the project. Also, additional temporary and permanent easements are required. The additional environmental, survey, and coordination work was not included in the original scope of services. 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 \$22,450.00. The details are included in the attached letter and exhibit from Huitt-Zollars. SPI recommends approval of the amendment in the amount of \$22,450.00.

Please call me if you have any questions.

Sincerely,

Peter A. Ring, P.E.  
Project Manager

PAR/tb

# HUITT-ZOLIARS

HUITTZOLIARS, INC. • 1500 South Dairy Ashford • Suite 900 • Houston, TX 77077 2818 • 281.496.0066 phone • 281.496.0220 fax • [huittzoliars.com](http://huittzoliars.com)

February 2, 2012

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

Reference: Proposal for Easement Preparation and Environmental Studies  
Falcon Landing Boulevard  
Fort Bend County 2007 Mobility Bond, Project No. 703  
SWA#3 of WA#4  
Huitt-Zollars Job No.: 02-1156-01

Dear Mr. Ring:

Huitt-Zollars, Inc. (Huitt-Zollars) requests authorization for preparation of temporary and drainage easements for construction and environmental studies for wetlands mitigation savings. This additional work was not included in our original proposal or previously included in WA #4. The scope of work is as follows:

**USACE Nationwide Permit.** Two studies, to be conducted by Quadrant Consultants, our environmental sub-provider, will be prepared to evaluate the areas studied with the purpose of reducing the County's cost of purchasing wetlands and stream credits.


- Coordinate with mitigation banks
- Coordinate with USACE-Galveston District
- Coordinate with SPI and Fort Bend County
- Prepare Hydrogeomorphic (HGM) analysis for wetlands evaluation
- Prepare Unified Stream Method (USM) assessment for stream impacts
- Re-apply for the Pre-Construction Notification (PCN)

**Temporary and Drainage Easements.** Huitt-Zollars will:

- Determine dimensions of 1 new temporary easement, revise 1 temporary easement and 1 new drainage easement.
- Compute the easement boundaries for these parcels.
- Prepare or revise Metes and Bounds descriptions, sign and seal.
- Prepare three signed and sealed Easement Exhibits.
- Attendance at three (3) Meetings with property owners
- Survey trees marked for saving

Huitt-Zollars' proposed estimated budget for this additional work is \$ 22,450.00 (Lump Sum). We will complete all work within 30 days from authorization. Please call me if you have any questions or require further information.

Sincerely,  
Huitt-Zollars, Inc.

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

cc: Timothy J. Lyng, P.E.  
Steve Williams, RPLS