

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS SIXTH 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,” “Fourth Amendment” and a “Fifth 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, letter from Schaumburg & Polk, Inc. dated March 20, 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 \$540,450.00, 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 the Fifth Amendment;
- F. \$21,000.00 for additional services under this Sixth 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 \$540,450.00, 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 \$540,450.00 for described scope of services in all executed Work Authorizations.”

4. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. dated March 20, 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 Sixth Amendment and the Agreement and previous amendments, the provisions of this Sixth Amendment shall prevail.

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EXECUTION

This Sixth Amendment shall become effective upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

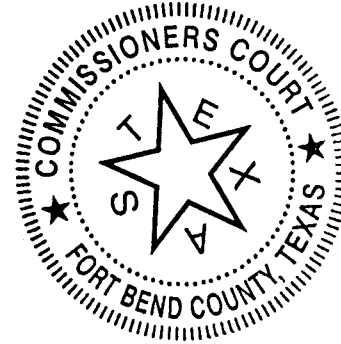
4-3-2012
Date

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

03/27/12
Date

Attest:

[Signature]
MER:Engineering Services Agreement, Huitt-Zollars.3791-703- 6thth Amendment

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 540,450.00 to pay the obligation of Fort Bend County under this Agreement.

[Signature]
Ed Sturdivant, County Auditor

Exhibit A



March 20, 2012

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

Re: Falcon Landing Boulevard (Mobility Bond Project No. 703)
Contract Amendment for Huitt-Zollars, Inc.

Project No. 300701.01

Dear Mr. Hegemier:

The design of the referenced project has required that both a wetland and a portion of Willow Fork Branch of Buffalo Bayou be impacted in order to construct the roadway and drainage system. Huitt-Zollars, Inc., the design consultant for the project, has worked with an environmental subconsultant (Quadrant Consultants, Inc.), and the U.S. Army Corps of Engineers to determine that the impacts can be best mitigated by a payment of \$21,000.00 to the Mill Creek Mitigation Bank for creation of replacement wetlands at another location.

We recommend that Huitt-Zollars be given a contract amendment in the amount of \$21,000.00 to cover the cost of the mitigation. Huitt-Zollars has agreed to pay the mitigation cost without a markup in order to most efficiently acquire the mitigation credits so that U.S. Army Corps of Engineers approval can be obtained and the project can be advertised.

Thank you for your consideration of this request. Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Mark C. Dessens".

Mark C. Dessens, P.E.
Project Manager

MCD/md